

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 - 123	
2. CONTRACT (Proc Inst Ident) NO EP-W-13-002				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO	
5. ISSUED BY SRRPOD US ENVIRONMENTAL PROTECTION AGENCY SUPERFUNDRCRA REGIONAL PROCUREMENT OPERATIONS 1200 PENNSYLVANIA AVE NW WASHINGTON DC 20460		CODE SRRPOD		6. ADMINISTERED BY (If other than Item 5) SRRPOD US ENVIRONMENTAL PROTECTION AGENCY SUPERFUNDRCRA REGIONAL PROCUREMENT OPERATIONS 1200 PENNSYLVANIA AVE NW WASHINGTON DC 20460		CODE SRRPOD	
7. NAME AND ADDRESS OF CONTRACTOR (No, Street, City, Country, State and ZIP Code)  TOEROEK ASSOCIATES INC ATTN DONNA TOEROEK 300 UNION BLVD SUITE 520 (b)(4) LAKEWOOD CO 802281552				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
CODE 825211824 FACILITY CODE				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
11. SHIP TO/MARK FOR CODE		12. PAYMENT WILL BE MADE BY RTP RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL DROP D143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711		CODE RTP			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 253 (c)				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	
						15E. UNIT PRICE	
						15F. AMOUNT	
Continued							
15G. TOTAL AMOUNT OF CONTRACT				\$29,033,665.00			
16. TABLE OF CONTENTS							
(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	50
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
X	C	DESCRIPTION/SPECS/WORK STATEMENT	12	X	J	LIST OF ATTACHMENTS	65
X	D	PACKAGING AND MARKING	15	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	16	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	19	L	INSTRS, CONDS, AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	24	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	34				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print) Sandra I. Traynor, President				20A. NAME OF CONTRACTING OFFICER Evelyn Stanley			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED 12/18/2012		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED 12/18/12	
BY Sandra I. Traynor (Signature of person authorized to sign)				BY Evelyn Stanley (Signature of the Contracting Officer)			

# CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EP-W-13-002

PAGE OF  
2 123

NAME OF OFFEROR OR CONTRACTOR  
TOEROEK ASSOCIATES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 825211824 Max Expire Date: 06/30/2018 FOB: Destination Period of Performance: 01/01/2013 to 12/31/2017				



TABLE OF CONTENTS

<b>PART I – THE SCHEDULE</b>	<b>6</b>
<b>SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS</b>	<b>6</b>
B.1 FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.216-73) (APR 1984)	6
B.2 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216 140) (APR 1984)	9
B.3 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)	9
B.4 NEGOTIATION OF ADDITIONAL FIXED RATES	9
B.5 TASK ORDER/WORK ASSIGNMENT/WORK ORDER	10
B.6 TASK ORDER CEILING	10
B.7 TASK ORDER CONFLICT OF INTEREST CERTIFICATION	10
B.8 LIMITATION OF GOVERNMENTS OBLIGATIONS UNDER TASK ORDERS	10
<b>SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK</b>	<b>12</b>
C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON EPA CONTRACTS (EP 52.000-000) (NOV 1994)	12
C.2 PERFORMANCE WORK STATEMENT – CONTRACT WHERE WORK IS ORDERED BY DELIVERY ORDERS	13
C.3 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)	13
C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (1552.211-79) (OCT 2000)	14
<b>SECTION D – PACKAGING AND MARKING</b>	<b>15</b>
<b>SECTION E – INSPECTION AND ACCEPTANCE</b>	<b>16</b>
E.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE	16
E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (FAR 52.246-11) (FEB 1999)	16
<b>SECTION F – DELIVERIES OR PERFORMANCE</b>	<b>19</b>
F.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE	19
F.2 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUNE 1996)	19
F.3 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000)	21
F.4 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150) (JUN 1991)	21
F.5 MANAGEMENT CONSULTING SERVICES (EPAAR 1552.211-78) (APR 1985) DEVIATION	23
F.6 EFFECTIVE PERIOD OF CONTRACT—TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155)	23
<b>SECTION G – CONTRACT ADMINISTRATION DATA</b>	<b>24</b>
G.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE	24
G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) ALTERNATE I (JUN 1996) DEVIATION	24
G.3 PAYMENTS—FIXED RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000) DEVIATION	25
G.4 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)	28
G.5 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)	29
G.6 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (SEP 2009)	30
G.7 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)	30
G.8 DESIGNATION OF PROPERTY ADMINISTRATOR	31
G.9 ORDERING PROCEDURES	31
G.12 TASK ORDER OMBUDSMAN	33

<b>SECTION H – SPECIAL CONTRACT REQUIREMENTS</b>	<b>34</b>
H.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE	34
H.2 CLAUSES NOT APPLICABLE TO TIME-AND-MATERIALS TYPE TASK ORDERS	34
H.3 CLAUSES NOT APPLICABLE TO FIRM-FIXED-PRICE TASK ORDERS	35
H.4 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)	35
H.5 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUNE 1994) DEVIATION	36
H.6 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) ALTERNATE V DEVIATION (APR 2004)	36
H.7 EVALUATION OF CONTRACT OPTIONS (EPAAR 1552.217-70) (APR 1984)	38
H.8 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-TIME AND MATERIALS OR LABOR HOUR CONTRACT (EPAAR 1552.217-76)	38
H.9 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)	38
H.10 SMALL DISADVANTAGED BUSINESS TARGETS (EPAAR 1552.219-73) (OCT 2000)	39
H.11 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION	40
H.12 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)	40
H.13 TECHNICAL DIRECTION (EPAAR 1552.237-71) ALTERNATE I (AUG 1992) DEVIATION	41
H.14 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)	42
H.15 GOVERNMENT-CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUN 1999)	43
H.16 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)	44
H.17 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES	45
H.18 SURVEY MANAGEMENT HANDBOOK	45
H.19 APPLICATION OF RIGHTS IN DATA-SPECIAL WORKS CLAUSE	45
H.20 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES	46
H.21 IDENTIFICATION OF SUBCONTRACTORS	46
H.22 ENVIRONMENTALLY PREFERABLE PRACTICES	46
H.23 UPDATE OF CONFLICT OF INTEREST PLAN (LOCAL LW-09-05) (DEC 2001)	47
H.24 NOTIFICATION OF MULTIPLE AWARDS (LOCAL LW-15-07) (DEC 2001)	47
H.25 OTHER DIRECT COST AND TRAVEL (LOCAL LW-31-14) (DEC 2001)	47
H.26 EPA REGIONAL CROSSOVER	48
H.27 SPECIAL REPORTING REQUIREMENT: REGULATORY ASSISTANCE (LOCAL LRT-04-03) (DEC 2001)	48
 <b>PART II - CONTRACT CLAUSES</b>	 <b>50</b>
<b>SECTION I – CONTRACT CLAUSES</b>	<b>50</b>
I.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE	50
I.2 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-9) (FEB 2012)	52
I.3 ALLOWABLE COST AND PAYMENT (FAR 52.216-7) (JUN 2011)	53
I.4 ORDERING (FAR 52.216-18) (OCT 1995)	59
I.5 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)	59
I.6 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)	60
I.7 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)	60
I.8 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)	60
I.9 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19)	61
I.10 SUBCONTRACTS (FAR 52.244-2) (OCT 2010) ALTERNATE I (JUN 2007)	61
I.11 COMPETITION IN SUBCONTRACTS (FAR 52.244-5) (DEC 1996)	63
I.12 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)	63
I.13 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)	64
I.14 APPROVED PURCHASING SYSTEM	64

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS 65****SECTION J -- CONTRACT CLAUSES 65**

Attachment 1.	Performance Work Statement	65
Attachment 2.	Invoice Preparation Instructions	95
Attachment 3.	Reports of Work	104
Attachment 4.	Contractor COI Plan	116
Attachment 5.	Contractor Subcontracting Plan	117
Attachment 6.	Quality Assurance Surveillance Plan	118

**PART I – THE SCHEDULE****SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.216-73) (APR 1984)**

The following fixed maximum hourly rates shall apply for payment purposes for the duration of the contract as specified in the ordering period.

<b>CLIN</b>	<b>Job Discipline</b>	<b>Unit</b>	<b>Maximum Hourly Rate</b>
<b>1001</b>	<b>Base Period (months 1-12)</b>		
1001a	Senior/Regional Project Manager	HR	(b)(4)
1001b	Project Manager	HR	
1001c	Expert Scientist	HR	
1001d	Senior Scientist	HR	
1001e	Mid Level Scientist	HR	
1001f	Junior Scientist	HR	
1001g	Expert Engineer	HR	
1001h	Senior Engineer	HR	
1001i	Mid Level Engineer	HR	
1001j	Junior Engineer	HR	
1001k	Field Technician	HR	
1001l	Data Manager	HR	
1001m	Clerical	HR	
<b>1002</b>	<b>Travel</b>		
1002a	G&A and/or Material Handling on Travel (if applicable)	(b)(4)	
<b>1003</b>	<b>ODCs</b>		
1003a	G&A and/or Material Handling on ODCs (if applicable)	(b)(4)	
<b>2001</b>	<b>Option Period I (months 13-24)</b>		
2001a	Senior/Regional Project Manager	HR	(b)(4)
2001b	Project Manager	HR	
2001c	Expert Scientist	HR	
2001d	Senior Scientist	HR	
2001e	Mid Level Scientist	HR	
2001f	Junior Scientist	HR	
2001g	Expert Engineer	HR	
2001h	Senior Engineer	HR	

2001i	Mid Level Engineer	HR	(b)(4)
2001j	Junior Engineer	HR	
2001k	Field Technician	HR	
2001l	Data Manager	HR	
2001m	Clerical	HR	
2002	<b>Travel</b>		
2002a	G&A and/or Material Handling on Travel (if applicable)	(b)(4)	
2003	<b>ODCs</b>		
2003a	G&A and/or Material Handling on ODCs (if applicable)	(b)(4)	
<b>3001</b>	<b>Option Period II (months 25-36)</b>		
3001a	Senior/Regional Project Manager	HR	(b)(4)
3001b	Project Manager	HR	
3001c	Expert Scientist	HR	
3001d	Senior Scientist	HR	
3001e	Mid Level Scientist	HR	
3001f	Junior Scientist	HR	
3001g	Expert Engineer	HR	
3001h	Senior Engineer	HR	
3001i	Mid Level Engineer	HR	
3001j	Junior Engineer	HR	
3001k	Field Technician	HR	
3001l	Data Manager	HR	
3001m	Clerical	HR	
3002	<b>Travel</b>		
3002a	G&A and/or Material Handling on Travel (if applicable)	(b)(4)	
3003	<b>ODCs</b>		
3003a	G&A and/or Material Handling on ODCs (if applicable)	(b)(4)	
<b>4001</b>	<b>Option Period III (months 37-48)</b>		
4001a	Senior/Regional Project Manager	HR	(b)(4)
4001b	Project Manager	HR	
4001c	Expert Scientist	HR	
4001d	Senior Scientist	HR	
4001e	Mid Level Scientist	HR	
4001f	Junior Scientist	HR	
4001g	Expert Engineer	HR	
4001h	Senior Engineer	HR	
4001i	Mid Level Engineer	HR	

4001j	Junior Engineer	HR	(b)(4)
4001k	Field Technician	HR	
4001l	Data Manager	HR	
4001m	Clerical	HR	
4002	<b>Travel</b>		
4002a	G&A and/or Material Handling on Travel (if applicable)	(b)(4)	
4003	<b>ODCs</b>		
4003a	G&A and/or Material Handling on ODCs (if applicable)	(b)(4)	
<b>5001</b>	<b>Option Period IV (months 49-60)</b>		
5001a	Senior/Regional Project Manager	HR	(b)(4)
5001b	Project Manager	HR	
5001c	Expert Scientist	HR	
5001d	Senior Scientist	HR	
5001e	Mid Level Scientist	HR	
5001f	Junior Scientist	HR	
5001g	Expert Engineer	HR	
5001h	Senior Engineer	HR	
5001i	Mid Level Engineer	HR	
5001j	Junior Engineer	HR	
5001k	Field Technician	HR	
5001l	Data Manager	HR	
5001m	Clerical	HR	
5002	<b>Travel</b>		
5002a	G&A and/or Material Handling on Travel (if applicable)	(b)(4)	
5003	<b>ODCs</b>		
5003a	G&A and/or Material Handling on ODCs (if applicable)	(b)(4)	

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit. The rate, or rates, set forth above do not cover other direct costs surcharges.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Task Orders and accepted by the EPA Project Officer. The Government shall pay the Contractor for the life of a task order at rates in effect when the delivery order was issued, even if performance under the delivery order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Task Orders.



**B.2 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216 140) (APR 1984)**

During the period specified in the "Ordering" clause, the Government shall place orders in accordance with the following table.

<u>Period for Performance</u>	<u>Minimum</u>	<u>Maximum</u>
Base Period	\$300,000	\$5,525,895
Option Period 1	\$100,000	\$5,625,906
Option Period 2	\$100,000	\$5,772,140
Option Period 3	\$100,000	\$5,953,261
Option Period 4	\$100,000	\$6,156,463

**B.3 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)**

For the categories listed, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

<u>PERIOD</u>	<u>TOTAL</u>
Base Period, Months 1-12	(b)(4)
OPT 1, Months 13-24	
OPT 2, Months 25-36	
OPT 3, Months 37-48	
OPT 4, Months 49-60	
(b)(4)	

**B.4 NEGOTIATION OF ADDITIONAL FIXED RATES**

From time to time, it may be necessary to add additional labor rates to the B clause entitled, "FIXED RATES FOR SERVICES - INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT" with fixed rates negotiated and agreed to between the parties. If mutually agreed upon by the Contracting Officer and the Contractor, specific fixed rates for items which are not currently included in the list may be negotiated. During contract performance, if the Contractor

identifies additional labor rates for inclusion in the list, or an item for which development of a fixed rate applicable to an individual task order is appropriate, the contractor shall furnish the Contracting Officer a written request identifying the item and the proposed rate. The request shall include cost and pricing "rate buildup" data supporting the proposed rate.

## **B.5 TASK ORDER/WORK ASSIGNMENT/WORK ORDER**

Throughout this solicitation, any amendments, and the resulting contract, the terms "Work Assignment", and "Work Order" shall be synonymous with the term "Task Order."

## **B.6 TASK ORDER CEILING**

Each task order will have a ceiling which shall not be exceeded and task orders may be incrementally funded. The task order ceiling that may not be exceeded, except at the contractor's risk, is the amount of dollars obligated to that specific task order at the time the expense is incurred.

## **B.7 TASK ORDER CONFLICT OF INTEREST CERTIFICATION**

The contractor shall include a COI certification when submitting a proposal for a Task Order Performance Work Statement. Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the task order or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer, or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this task order or relating to this task order have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this task order or other work related to this site.

## **B.8 LIMITATION OF GOVERNMENTS OBLIGATIONS UNDER TASK ORDERS**

(a) Regardless of the type of task order issued, the individual Task Order may be incrementally funded.

(b) Under each task order, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work under a task order beyond

that point. The Government will not be obligated in any event and under any circumstances to reimburse the contractor in excess of the amount obligated on a task order except for reimbursement of termination settlement costs as provided for under paragraph (g)(3) of the contract clause entitled "Termination for Convenience of the Government(Cost Reimbursement)(Alternate IV) (May 2004)". As used in this clause, the total amount payable by the Government in the event of termination of an applicable Task Order for convenience includes costs, profit, and estimated termination settlement costs for that task order.

(c) The Contractor will notify the Contracting Officer (CO) and Project Officer (PO), in writing, at least 45 calendar days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including if applicable any costs for termination for convenience, will approximate 85% of the total amount then funded on the task order. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance under the task order up to the next scheduled date for incremental funding in the task order, or to a substitute date as determined by the Government pursuant to subparagraph (d) of this clause. The notification will also advise the CO and PO of the estimated amount of additional funds that will be required for the timely performance of the services ordered, for a subsequent period as specified in the task order or otherwise agreed to by the parties. If, after such notification, the CO does not issue a task order modification obligating additional funds by the date identified in the Contractor's notification, or by an agreed substitute date, the CO will stop work or terminate the task order for which additional funds have not been obligated, pursuant to the clause entitled "Termination for Convenience of the Government." Absent this task order modification, the Government is not obligated to reimburse the contractor for any costs that would exceed the amount funded for the task order under this clause except for reimbursement of termination settlement costs as set forth in paragraph (b) above.

(d) The parties contemplate that the Government will obligate additional funds for continued performance under the task order and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional obligated funds and to the new estimated period of task order performance. The task order will be modified accordingly.

(e) If, solely by reason of failure of the Government to obligate additional funds by the dates indicated in a task order, in amounts sufficient for timely performance of the task order requirements, the Contractor incurs additional costs or is delayed in the performance of the work under the task order and if additional funds are obligated, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled, "Disputes."

(f) The Government may at any time prior to termination obligate additional funds for the performance of the task order.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and obligation of funds for a task order. This clause no longer applies once the task order is fully funded except

with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government."

### ***SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK***

#### **C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON EPA CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the Contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime Contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.

14. Any contract which authorizes a Contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

## **C.2 PERFORMANCE WORK STATEMENT – CONTRACT WHERE WORK IS ORDERED BY DELIVERY ORDERS**

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Performance Work Statement (PWS) included in Attachment 1. Work will be ordered against the subject PWS through the Contracting Officer's issuance of Task Orders.

## **C.3 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)**

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to James Langan, Contracting Officer, Mail Code 3805R, Washington, D.C. 20460.

#### **C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (1552.211-79) (OCT 2000)**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM policies, standards and procedures. The 2100 Series (2100–2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater program IRM requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A—Minimum Set of Data Elements for Groundwater.



(3) EPA computing and telecommunications services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual.

(c) Printed documents. Documents listed in (b)(1) and (b)(2) may be obtained from: U.S. Environmental Protection Agency Office of Administration Facilities Management and Services Division Distribution Section Mail Code: 3204 1200 Pennsylvania Ave., NW., Washington, DC 20460 Phone: (202) 260-5797

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

#### ***SECTION D – PACKAGING AND MARKING***

[There are no clauses in this section.]

**SECTION E – INSPECTION AND ACCEPTANCE****E.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

Regulation	Clause No.	Date	Clause Title
FAR	52.246-4	Aug 1996	Inspection of Services - Fixed Price
FAR	52.246-6	May 2001	Inspection-Time-and-Material and Labor-Hour

**E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (FAR 52.246-11) (FEB 1999)**

The Contractor shall comply with the higher-level quality standard selected below.

	Title	Number	Date	Tailoring
X	EPA Requirements for Quality Management Pla	EPA/240/B-01/002 EPA QA/R2	March 2001	NA
X	EPA Requirement for Quality Assurance Project Plans	EPA/240/B-01/003 EPA QA/R-5	March 2001	NA

As authorized by FAR 52.246-11, the higher-level quality standard clause is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to FAR 52.246-11 by submitting the quality documentation described below.

In addition, after award of the contract, the contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the contractor shall also implement all quality documentation approved by the Government.

**A. Pre-award Documentation:**

The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

**Quality Management Plan**

**Documentation Specifications Due**

	Title	Number	Due
X	EPA Requirements for Quality Management Plans	EPA/240/B-01/002 EPA QA/R2	With offer

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

**B. Post-award Documentation:**

The contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below:

**Quality Assurance Project Plan****Documentation Specifications Due**

	Title	Number	Due
X	EPA Requirement for Quality Assurance Project Plans	EPA/240/B-01/003 EPA QA/R-5	As stated in Task Order

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

EPA quality requirements documents may be accessed electronically at:

<http://www.epa.gov/quality/>

**E.3 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)**

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Regional Level Contracting Officer Representatives are the authorized representatives of the Contracting Officer.

(c) Inspection and acceptance will be performed at the Regional Program Offices in Regions 7, 8, 9 and 10.

**SECTION F – DELIVERIES OR PERFORMANCE****F.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

Regulation	Clause No.	Date	Clause Title
FAR	52.242-15	Aug 1989	Stop-Work Order – Alternate I (Apr 1984)
EPAAR	1552.211-75	Apr 1984	Working Files
EPAAR	1552.242-71	Oct 2011	Contractor Performance Evaluations

**F.2 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUNE 1996)**

a) The Contractor shall furnish 1 hard copy and 2 electronic copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment or delivery order, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on work plan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the work plan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.



(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment / delivery order.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the work plan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before 20 days after close of the accounting period of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of copies	Addressee
(See Attachment 3 Reports of Work)	Project Officer
(See Attachment 3 Reports of Work)	Contracting Officer

### **F.3 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000)**

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 3. Each report shall cite the contract number, identifying the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

### **F.4 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150) (JUN 1991)**

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by products that have been recovered or diverted from solid waste, not including those materials and by products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

#### EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER AND PAPER PRODUCTS

	Minimum % Recovered Materials	Minimum % Post Consumer Recovered Materials	Minimum % Waste Paper
NEWSPRINT .....			40
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing .....			50
Mimeo and duplicator paper .....			50
Writing (stationery) .....			50
Office paper (e.g., note pads).....			50
Paper for high speed copiers .....			50
Envelopes .....			50
Form bond including computer paper and carbonless .....			50
Book papers .....			50
Bond papers .....			50
Ledger .....			50
Cover stock .....			50
Cotton Fiber papers .....25.....			50
TISSUE PRODUCTS:			
Toilet tissue .....	20		
Paper towels .....	40		
Paper napkins .....	30		
Facial tissue .....	5		
Doilies .....	40		
Industrial wipes .....	0		
UNBLEACHED PACKAGING:			
Corrugated boxes .....	35		

Fiber boxes .....	35
Brown papers (e.g. bags).....	5

**RECYCLED PAPERBOARD:**

Recycled paperboard products .....	80
Pad backing .....	90

#### **F.5 MANAGEMENT CONSULTING SERVICES (EPAAR 1552.211-78) (APR 1985) DEVIATION**

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition; (e) name of the EPA Contract Level Contracting Officer's Representative (CL COR) and the EPA CL COR's office identification and location; and (f) date of report

#### **F.6 EFFECTIVE PERIOD OF CONTRACT—TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155)**

The effective period of this contract is from January 1, 2013 through December 31, 2013.

**SECTION G – CONTRACT ADMINISTRATION DATA****G.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

Regulation	Clause No.	Date	Clause Title
EPAAR	1552.245-70	Sep 2009	Government Property

**G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) ALTERNATE I (JUN 1996) DEVIATION**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element

shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

### **G.3 PAYMENTS—FIXED RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000) DEVIATION**

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or

other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for items and services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all



cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.
- (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
- (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

#### **G.4 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)**

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9 digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9 digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

#### **G.5 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)**

Contracting Officer's Representatives (CORs) for this contract:

Region 7 - TBD

Region 8 - Benjamin Bents

Region 9 - Jinky Callado

Region 10 - Amberet Green

Contract Specialist for this contract:

Wallace Sermons

1200 Pennsylvania Ave, N.W.

Washington, D.C. 20004

Mail Code: 3805R  
(202)564-2885  
sermons.wallace@epa.gov

Administrative Contracting Officer for this contract:

Nadia Velasco  
1200 Pennsylvania Ave, N.W.  
Washington, D.C. 20004  
Mail Code: 3805R  
(202) 564-5659  
velasco.nadia@epa.gov

**G.6 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (SEP 2009)**

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The following data will be furnished to the Contractor on or about the time indicated:

Specified in the Task Orders

**G.7 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)**

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned COR. The Contracting Officer will provide written notice to the Contractor of his/her decision.

Consent is given to issue the following subcontracts:

(b)(4)
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## **G.8 DESIGNATION OF PROPERTY ADMINISTRATOR**

The contract property administrator is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator. The Contracting Officer shall be electronically carbon copied.

Environmental Protection Agency  
Attention: Contract Property Coordinator  
Ariel Rios Bldg  
1200 Pennsylvania Avenue, N.W.  
Mail Code 3204R  
Washington, DC 20460  
[EPA\\_contract-property@epa.gov](mailto:EPA_contract-property@epa.gov)

## **G.9 ORDERING PROCEDURES**

(a) PROCEDURES. The ordering Contracting Officer (CO) will follow the procedures of FAR 16.505 in conjunction with the procedures in this section when placing Task Orders under this contract.

(b) FAIR OPPORTUNITY. Each multiple award contractor will be given fair opportunity to be considered for all Task Orders exceeding \$3,000, or as stated in current FAR regulations 16.505(b)(1)(i) unless one of the following statutory exceptions applies:

1. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
2. Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
3. The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
4. It is necessary to place an order to satisfy a minimum guarantee.

(c) REQUEST FOR OFFERS. The ordering CO will initiate a new Task Order solicitation through a Request for Offers (RFO) from all multiple award contractors. An RFO will contain at a minimum the following information:

1. RFO Number
2. RFO Title
3. Statement requesting an offer for services to be performed under the REPA Contract
4. Submission Instructions for Offers
5. Evaluation Procedures
6. Task Order Statement of Work
7. Task Order Terms and Conditions (if any)
8. Due Date for Offers
9. Any necessary Attachments or Supplemental Information

(d) **CONFLICT OF INTEREST CERTIFICATION.** When responding to a Task Order request, the contractor shall submit a Conflict of Interest (COI) Certification. Before submitting the COI Certification, the contractor shall search its records accumulated, at a minimum, over the past 3 years immediately prior to the receipt of the Task Order request. In the certification, the contractor must certify to the best of its knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the CO or that no actual or potential organizational conflicts of interest exist. In addition, the contractor must certify that its personnel who perform work under or relating to the Task Order have been informed of their obligation to report personal and organizational conflicts of interest to the contractor. The certification shall also include a statement that the contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest and its limitations on future contracting during performance of the Task Order.

(e) **SUBMISSION OF OFFERS.** The contractor shall submit an offer to each RFO in accordance with the Submission Instructions described in the RFO. Preparation of proposals and proposal revisions are not direct charges to this contract.

(f) **WAIVER FROM SUBMISSION.** Each multiple award contractor shall submit an offer to each RFO unless a written Waiver from Submission is obtained from the ordering CO. A waiver will only be granted when:

1. The multiple award contractor certifies that a conflict of interest (COI) exists and no mitigation of the COI is possible, or
2. A compelling reason exists for abstaining from the competitive process.

The contractor shall submit any request for a Waiver from Submission to the ordering CO within 5 days of the RFO issuance. The ordering CO will respond within 5 days of receiving the request granting or denying the waiver. If a waiver is granted by the ordering CO, the contractor is not required to submit an offer to the RFO. If a waiver is not granted by the ordering CO, the contractor shall submit an offer to the RFO.

(g) **EVALUATION OF OFFERS.** The Government will evaluate all offers received in accordance with the evaluation procedures in the RFO. The ordering CO has broad discretion in creating evaluation factors and procedures appropriate to each Task Order solicitation.

(h) **TASK ORDER AWARD.** Following the evaluation of offers, the CO will award a Task Order to the multiple award contractor whose offer represents the best value to the Government. The CO will make award by sending a funded Task Order on Optional Form 347 with the Task Order Statement of Work via email to the contractor and CO. The contractor shall acknowledge receipt of each Task Order by email to the CO within 3 days of receipt.

(i) **TASK ORDER TERMS AND CONDITIONS.** Task Orders may include their own special terms and conditions including clauses to which the contractor shall adhere. Task orders may include optional periods and/or optional quantities. All special terms and conditions will be included in the RFO and Task Order.

(j) TASK ORDER TYPE. Task Orders may be solicited and awarded as either Time-and-Materials (T&M) type or Firm-Fixed-Price (FFP) type.

(k) ELECTRONIC ORDERING. Electronic ordering is authorized under this contract.

## **G.12 TASK ORDER OMBUDSMAN**

The Task Order Ombudsman for this contract is:

Name: Susan L. Moroni  
Address: U.S. Environmental Protection Agency  
Ronald Reagan Building, MC: 3801R  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460  
Phone: (202) 564-4321  
Fax: (202) 565-2473  
E-Mail: moroni.susan@epa.gov

**SECTION H – SPECIAL CONTRACT REQUIREMENTS****H.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

Regulation	Clause No.	Date	Clause Title
EPAAR	1552.203-71	Aug 2000	Display of EPA Office of Inspector General Hotline Poster
EPAAR	1552.208-70	Dec 2005	Printing
EPAAR	1552.219-70	Oct 2000	Mentor-Protégé Program
EPAAR	1552.223-71	May 2007	EPA Green Meetings and Conferences
EPAAR	1552.228-70	Oct 2000	Insurance Liability to Third Persons
EPAAR	1552.235-70	Apr 1984	Screening Business Information for Claims of Confidentiality
EPAAR	1552.235-71	Apr 1984	Treatment of Confidential Business Information
EPAAR	1552.235-79	Apr 1996	Release of Contractor Confidential Business Information
EPAAR	1552.235-80	Oct 2000	Access to Confidential Business Information
EPAAR	1552.237-75	Apr 1984	Paperwork Reduction Act

**H.2 CLAUSES NOT APPLICABLE TO TIME-AND-MATERIALS TYPE TASK ORDERS**

During Task Order performance, the contractor shall adhere to all contract level clauses applicable to Task Orders, however the following list of contract clauses do not apply to Task Orders that are Time-and-Materials (T&M) type:

Regulation	Clause No.	Date	Clause Title
FAR	52.229-3	Apr 2003	Federal, State and Local Taxes
FAR	52.232-1	Apr 1984	Payments
FAR	52.232-8	Feb 2002	Discounts for Prompt Payment
FAR	52.232-11	Apr 1984	Extras
FAR	52.246-4	Aug 1996	Inspection of Services—Fixed-Price
FAR	52.249-2	May 2004	Termination for Convenience of the Government (Fixed-Price)
FAR	52.249-8	Apr 1984	Default (Fixed Price Supply and Service)



### H.3 CLAUSES NOT APPLICABLE TO FIRM-FIXED-PRICE TASK ORDERS

During Task Order performance, the contractor shall adhere to all contract level clauses applicable to Task Orders, however the following list of contract clauses do not apply to Task Orders that are Firm-Fixed-Price (FFP) type:

Regulation	Clause No.	Date	Clause Title
FAR	52.232-7	Feb 2007	Payments Under Time-and-Materials and Labor-Hour Contracts
FAR	52.216-7	Dec 2002	Allowable Cost and Payment
FAR	52.243-3	Sep 2000	Changes -- Time-and-Materials or Labor-Hours
FAR	52.246-6	May 2001	Inspection -- Time-and-Materials or Labor-Hours
FAR	52.249-6	May 2004	Termination (Cost-Reimbursement) Alternate IV (Sep 1996)
EPAAR	1552.237-71	Apr 1984	Technical Direction Alternate I (Aug 1992) Deviation

### H.4 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies—The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

#### **H.5 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUNE 1994) DEVIATION**

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

#### **H.6 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) ALTERNATE V DEVIATION (APR 2004)**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor

shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) If the Contractor, under the terms of this contract or through the performance of work pursuant to this contract, provides the EPA with policy support (enforcement and compliance, permitting, corrective action, program planning, management and evaluation), or other technical support as defined in the performance work statement, then the contractor shall be prohibited from entering into a contract or relationship with any entity who would be impacted by the work being performed under the contract, unless authorized in writing by the contracting officer. In addition, the Contractor shall also be prohibited from owning, operating, managing, or performing other related services for hazardous waste management, hazardous waste treatment, and hazardous waste disposal facilities, unless otherwise authorized in writing by the contracting officer. The limitations of this paragraph (c) are applicable during the life of this contract.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either

a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

#### **H.7 EVALUATION OF CONTRACT OPTIONS (EPAAR 1552.217-70) (APR 1984)**

For award purposes, in addition to an offeror's response to the basic requirement, the Government will evaluate its response to all options, both technical and cost. Evaluation of options will not obligate the Government to exercise the options. For this solicitation the options are as specified in section H.

#### **H.8 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-TIME AND MATERIALS OR LABOR HOUR CONTRACT (EPAAR 1552.217-76)**

(a) The Government has the option to extend the effective period of this contract for one (1) additional period. If more than thirty (30) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 30 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate minimums of \$100,000 for the first option period, \$100,000 for the second option period, third and fourth option period, and new and separate maximums as identified in the schedule located in Clause B.1

(c) The "Effective Period of the Contract" clause will be modified to cover a base period from January, 1, 2013 to ONE YEAR that when combined extend from January 1, 2013 to FIVE YEARS.

#### **H.9 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)**

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

#### **H.10 SMALL DISADVANTAGED BUSINESS TARGETS (EPAAR 1552.219-73) (OCT 2000)**

(a) In accordance with FAR 19.1202-4(a) and EPAAR 1552.219-72, the following small disadvantaged business (SDB) participation targets proposed by the Contractor are hereby incorporated into and made part of the contract:

<u>Contractor Targets</u>	<u>NAICS Industry Subsector(s)</u>	<u>Dollars</u>	<u>Percentage of Total Contract Value</u>
Total Prime Contractor Targets (Including joint venture partners and team members)	541620	N/A	100%
Total Subcontractor Targets	N/A	N/A	N/A

(b) The following specifically identified SDB(s) was (were) considered under the Section-SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed):

(1) Prime Contractor Toeroek is a SDB

(2) N/A

(3) N/A

(4) N/A

(5) N/A

The Contractor shall promptly notify the Contracting Officer of any substitution of firms if the new firms are not SDB concerns.

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, the Contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation or as otherwise directed by the contracting officer.

**H.11 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION**

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

**H.12 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)**

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) of this contract, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within 45 calendar days after the Contractor's transmittal to the Project Officer of material generated under this

contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document: "This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use."

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and its own expense, and shall include the following statement in any independent publication: "Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred."

### **H.13 TECHNICAL DIRECTION (EPAAR 1552.237-71) ALTERNATE I (AUG 1992) DEVIATION**

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.



(c) Technical direction includes:

(1) Direction to the Contractor which assists the Contractor in accomplishing the Performance Work Statement (PWS)

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the 'Changes' clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

#### **H.14 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

Senior Program Manager -	(b)(4)
Expert Scientist-	(b)(4)
Expert Engineer-	(b)(4)

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

**H.15 GOVERNMENT-CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUN 1999)**

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) *Employee relationship.*

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) *Inapplicability of employee benefits.* This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) *Notice.* It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 5 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 5 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

#### **H.16 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)**

(a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. 791. Any request for accommodation should be made to the specified registration contact

for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.

(b) Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

(c) The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

## **H.17 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES**

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

## **H.18 SURVEY MANAGEMENT HANDBOOK**

This contract will involve statistical surveys, data collection, using questionnaires, or statistical analysis of survey data. In performance of such tasks, the Contractor shall follow the procedures set forth in the EPA's handbook on survey management, which can be found at the following web site: <http://www.epa.gov/>

## **H.19 APPLICATION OF RIGHTS IN DATA-SPECIAL WORKS CLAUSE**

The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to task orders "...that are primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's own use..." or when the Contracting Officer determines that there is a specific need to limit data distribution first produced under a particular work assignment or task order. The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to task orders which are included in the examples set forth in FAR 27.405(a)(1) and also to other task orders specifically identified by the Contracting Officer.

**H.20 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES**

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. The EPA Contract-level Contracting Officer's Representative (COR) or Work Assignment COR will determine and advise the contractor as to the availability of Federal facilities.

The allowability of travel costs for contractor personnel and experts, consultants and others hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition Regulation. The cost of travel, food, lodging, etc., for other conference attendees, including trainees, shall not be an allowable cost under this contract. Travel costs must be approved by the COR.

**H.21 IDENTIFICATION OF SUBCONTRACTORS**

The purpose of this clause is to identify the subcontractors in the Contractor's proposal which resulted in award of this contract.

(b) Notwithstanding FAR clause 52.244-2, Alt. I, of this contract entitled "Subcontracts", it is hereby agreed to and understood that the following "team subcontractors" will perform the work under this contract as outlined in the Contractor's technical proposal incorporated in Section C of this contract:

(b)(4)

(c) Any substitutions in the above listing of subcontractors which will result in a deviation from the Contractor's technical proposal which resulted in award of this contract shall be approved in writing by the Contracting Officer in advance of the substitution. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, information required by the clause of this contract entitled "Subcontracts" and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the subcontractors being replaced. This clause may be modified upon approval of the requested substitutions by the Contracting Officer.

(d) This clause is not intended to grant consent to the above subcontracts. Subcontract consent will be granted in accordance with EPA procedures and the clause of this contract entitled "Subcontracts."

**H.22 ENVIRONMENTALLY PREFERABLE PRACTICES**

The Contractor shall, to the greatest extent practicable, utilize environmentally preferable practices in its course of business. "Environmentally preferable" is defined as products or



services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Consideration of environmentally preferable practices must be consistent with price, performance, availability, and safety conditions.

### **H.23 UPDATE OF CONFLICT OF INTEREST PLAN (LOCAL LW-09-05) (DEC 2001)**

The Contractor shall submit an annual report of any changes to the conflict of interest plan submitted with its offer to the Administrative Contracting Officer. This update shall cover any changes to the conflict of interest plan in the one-year period after the date of contract award, and all subsequent reports of any changes shall cover successive annual periods thereafter, until expiration or termination of the contract. The report notifying the EPA Contracting Officer of any changes to the conflict of interest plan must be received by the Contracting Officer no later than 45 calendar days after the close of the annual period. If there have been no changes to the conflict of interest plan during the annual period, no report notifying the Contracting Officer is required.

### **H.24 NOTIFICATION OF MULTIPLE AWARDS (LOCAL LW-15-07) (DEC 2001)**

(a) The Government intends to award 2 contracts from this solicitation.

(b) An offeror will be eligible to receive an award for only one (1) contract in response to this solicitation for work in ZONE 3. Work under one contract will be performed independently and simultaneously with that of the other contracts.

(c) Offerors will be eligible to receive an award for similar work in any other EPA Regions by properly responding to and complying with the specific advertisements and terms of the solicitations for work in those Regions.

### **H.25 OTHER DIRECT COST AND TRAVEL (LOCAL LW-31-14) (DEC 2001)**

(1) Other Direct Costs--Other Direct Costs (ODCs) are items which are allowable and allocable direct costs to the contract for which EPA may reimburse the Contractor. ODCs will be treated in accordance with the Clause entitled "Allowable Cost and Payment (FAR 52.216-7)." Such items shall be charged in accordance with the Contractor's established and accepted accounting practices except as stated below.

(2) Travel--Except as explicitly set forth below, the Contractor shall be reimbursed for allowable and allocable travel costs actually incurred by and paid to the Contractor's employees, provided such costs do not exceed the amount that would be payable to an employee of the Environmental Protection Agency conducting the same travel while on Government business. In determining

the dollar value of allowable contractor employee travel costs, the limitation of the Federal Travel Regulations effective on the date of travel will apply to contractor employees to the same extent they apply to Federal Government employees.

(3) The Contractor may be required to furnish to the Contracting Officer documentary proof of every travel expenditure that exceeds twenty-five dollars (\$25), including receipts for common carrier transportation expenditures. Bona fide lodging receipts may be required to be submitted by the Contractor along with the monthly invoices.

(4) The Contractor may elect to reimburse its employees for meals and incidental expenses (as defined in the Federal Travel Regulations) on a per diem basis, and the Contractor will be reimbursed for such payments. In no event shall the reimbursement allowed under this provision exceed the standard per diem for meals and incidental expenses allowable under the Federal Travel Regulations.

(5) To the maximum extent practicable consistent with travel requirements, the Contractor agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for bona fide employees' travel that is otherwise reimbursable as a direct cost pursuant to this contract when use of such rates results in the lowest overall cost. The Contractor shall submit request, including pertinent information, for specific authorization to use these rates to the Contracting Officer.

## **H.26 EPA REGIONAL CROSSOVER**

(a) In the event of the Contractor's potential or actual conflict of interest in conducting a specific task order (as determined by the Contracting Officer), or when the maximum amount of effort has already been ordered or is about to be ordered by the Government, or in any other situation in which it is determined to be in the best interest of the Government, professional services for this Zone or Region may be ordered through another Region's contractor.

(b) Similarly, the Contractor may be asked to accept task orders for services within another Zone or Region, provided the amount of such services, in addition to together work performed under this contract, does not exceed the maximum amounts specified in the Section B clause titled "MINIMUM AND MAXIMUM AMOUNTS." The Contractor is not obligated to accept such orders.

## **H.27 SPECIAL REPORTING REQUIREMENT: REGULATORY ASSISTANCE (LOCAL LRT-04-03) (DEC 2001)**

As concerns any task order which requires the Contractor to provide services that involve or relate to the development of regulations, the Contractor shall:



- (a) submit reports that contain recommendations and that explain and rank policy or action alternatives, if any;
- (b) describe what procedures were used to arrive at or which support the Contractor's recommendations;
- (c) summarize the substance of their deliberations;
- (d) report any dissenting views;
- (e) list sources relied upon; and
- (f) otherwise make clear the methods and considerations upon which the Contractor's recommendations are based.

The Contracting Officer will specify whether this Special Reporting Requirement is applicable to the work encompassed by any particular work assignment or delivery order.

[Source of Reporting Requirement: OFPP Letter 93 1, "Management Oversight of Service Contracting", May 18, 1994] SPECIAL REPORTING REQUIREMENT: REGULATORY ASSISTANCE (RTP-H-6)

**PART II - CONTRACT CLAUSES****SECTION I – CONTRACT CLAUSES****I.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

Regulation	Clause No.	Date	Clause Title
FAR	52.202-1	Jan 2012	Definitions
FAR	52.203-3	Apr 1984	Gratuities
FAR	52.203-5	Apr 1984	Covenant Against Contingent Fees
FAR	52.203-6	Sep 2006	Restrictions on Subcontractor Sales to the Government
FAR	52.203-7	Oct 2010	Anti-Kickback Procedures
FAR	52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
FAR	52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity
FAR	52.203-12	Oct 2010	Limitation on Payments to Influence Certain Federal Transactions
FAR	52.203-13	Apr 2010	Contractor Code of Business Ethics and Conduct
FAR	52.204-2	Aug 1996	Security requirements
FAR	52.204-4	May 2011	Printed or copied Double-Sided on Postconsumer Fiber Content Paper
FAR	52.204-7	Feb 2012	Central Contractor Registration
FAR	52.204-10	Feb 2012	Reporting Executive Compensation and First-Tier Subcontract Awards
FAR	52.209-6	Dec 2010	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
FAR	52.210-1	Apr 2011	Market Research
FAR	52.215-2	Oct 2010	Audit and Records – Negotiation
FAR	52.215-8	Oct 1997	Order of Precedence – Uniform Contract Format
FAR	52.219-4	Jan 2011	Notice Of Price Evaluation Preference For HUBZone Small Business Concerns
FAR	52.219-8	Jan 2011	Utilization of Small Business Concerns
FAR	52.219-9	Jan 2011	Small Business Subcontracting Plan – Alternate II
FAR	52.219-16	Jan 1999	Liquidated Damages – Subcontracting Plan
FAR	52.219-25	Dec 2010	Small Disadvantaged Business Participation Program– Disadvantaged Status and Reporting
FAR	52.219-28	Apr 2009	Post-Award Small Business Program Representation

FAR	52.222-3	Jun 2003	Convict Labor
FAR	52.222-21	Feb 1999	Prohibition of Segregated Facilities
FAR	52.222-26	Mar 2007	Equal Opportunity
FAR	52.222-35	Sep 2010	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
FAR	52.222-36	Oct 2010	Affirmative Action for Workers with Disabilities
FAR	52.222-37	Sep 2010	Employment Reports on Veterans
FAR	52.222-40	Dec 2010	Notification of Employee Rights Under the National Labor Relations Act
FAR	52.222-50	Feb 2009	Combating Trafficking in Persons
FAR	52.222-54	Jan 2009	Employment Eligibility Verification
FAR	52.223-5	May 2011	Pollution Prevention and Right-to-Know Information
FAR	52.223-6	May 2001	Drug-Free Workplace
FAR	52.223-17	May 2008	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts
FAR	52.223-18	Aug 2011	Encouraging Contractor Policies to Ban Text Messaging While Driving
FAR	52.225-13	Jun 2008	Restrictions on Certain Foreign Purchases
FAR	52.225-25	Sep 2010	Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification
FAR	52.227-1	Dec 2007	Authorization and Consent
FAR	52.227-2	Dec 2007	Notice and Assistance Regarding Patent and Copyright Infringement
FAR	52.227-14	Dec 2007	Rights in Data—General
FAR	52.227-14	Dec 2007	Rights in Data— General Alternate II
FAR	52.227-14	Dec 2007	Rights in Data— General Alternate III
FAR	52.227-14	Dec 2007	Rights in Data— General Alternate V
FAR	52.227-16	Jun 1987	Additional Data Requirements
FAR	52.227-17	Dec 2007	Rights in Data—Special Works
FAR	52.229-3	Apr 2003	Federal, State and Local Taxes
FAR	52.230-2	Oct 2010	Cost Accounting Standards
FAR	52.230-3	Oct 2008	Disclosure and Consistency of Cost Accounting Practices
FAR	52.232-1	Apr 1984	Payments
FAR	52.232-7	Feb 2007	Payments Under Time-and-Materials and Labor-Hour Contracts
FAR	52.232-8	Feb 2002	Discounts for Prompt Payment
FAR	52.232-11	Apr 1984	Extras
FAR	52.232-17	Oct 2010	Interest
FAR	52.232-18	Apr 1984	Availability of Funds
FAR	52.232-23	Jan 1986	Assignment of Claims
FAR	52.232-25	Oct 2008	Prompt Payment
FAR	52.232-33	Oct 2003	Payment by Electronic Funds Transfer – Central Contractor Registration
FAR	52.233-1	Jul 2002	Disputes

FAR	52.233-3	Jun 1985	Protest After Award – Alternate I
FAR	52.233-4	Oct 2004	Applicable Law for Breach of Contract Claim
FAR	52.237-3	Jan 1991	Continuity of Services
FAR	52.242-3	May 2001	Penalties for Unallowable Costs
FAR	52.242-4	Jan 1997	Certification of Final Indirect Costs
FAR	52.242-	Jul 1995	Bankruptcy
FAR	52.243-1	Apr 1984	Changes – Fixed-Price – Alternate 1
FAR	52.243-3	Sep 2000	Changes – Time-and-Material or Labor-Hours
FAR	52.243-7	Apr 1984	Notification of Changes
FAR	52.244-6	Dec 2010	Subcontracts for Commercial Items
FAR	52.245-9	Apr 2012	Use and Charges
FAR	52.246-25	Feb 1997	Limitation of Liability – Services
FAR	52.248-1	Oct 2010	Value Engineering
FAR	52.249-2	May 2004	Termination for Convenience of the Government (Fixed-Price)
FAR	52.249-6	May 2004	Termination (Cost-Reimbursement) Alternate IV
FAR	52.249-8	Apr 1984	Default (Fixed Price Supply and Service)
FAR	52.249-14	Apr 1984	Excusable Delays
FAR	52.253-1	Jan 1991	Computer Generated Forms

## **I.2 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-9) (FEB 2012)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for-

(i) Past performance reviews required by subpart 42.15;

- (ii) Information that was entered prior to April 15, 2011; or
  - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
- (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
- (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

### **1.3 ALLOWABLE COST AND PAYMENT (FAR 52.216-7) (JUN 2011)**

#### **(a) Invoicing.**

- (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
- (2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.*

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only -

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for -

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made -

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless -

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

- (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.
- (d) *Final indirect cost rates.*
- (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
  - (2) (i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.
  - (ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.
  - (iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:
    - (A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.
    - (B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).
    - (C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.
    - (D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.
    - (E) Claimed allocation bases, by element of cost, used to distribute indirect costs.
    - (F) Facilities capital cost of money factors computation.
    - (G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.
    - (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.



- (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
- (J) Subcontract information. Listing of subcontracts awarded to companies for which the Contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
- (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
  - (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
  - (B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at:  
[http://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).
  - (C) Identification of prime contracts under which the Contractor performs as a subcontractor.
  - (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
  - (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
  - (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
  - (G) Management letter from outside CPAs concerning any internal control weaknesses.
  - (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

- (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
  - (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
  - (K) Federal and State income tax returns.
  - (L) Securities and Exchange Commission 10-K annual report.
  - (M) Minutes from board of directors meetings.
  - (N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.
  - (O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.
- (v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.
- (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.
- (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.
- (5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.
- (6) (i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--
- (A) Determine the amounts due to the Contractor under the contract; and
  - (B) Record this determination in a unilateral modification to the contract.

- (ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.
- (e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates -
  - (1) Shall be the anticipated final rates; and
  - (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.
- (f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.
- (g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be -
  - (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
  - (2) Adjusted for prior overpayments or underpayments.
- (h) *Final payment.*
  - (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
  - (2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver -
    - (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
    - (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except -
      - (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
      - (B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in

writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

- (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

#### **I.4 ORDERING (FAR 52.216-18) (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through the end of contract current period of performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

(c) If mailed, a delivery order or a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### **I.5 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months beyond the contract period of performance.

**I.6 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the period of performance.

**I.7 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 6 months

**I.8 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**I.9 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19)**

Funds are not presently available for performance under this contract beyond one year from date of award. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond one year from date of award, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**I.10 SUBCONTRACTS (FAR 52.244-2) (OCT 2010) ALTERNATE I (JUN 2007)**

(a) Definitions. As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

TBD

(e) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason certified cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.



(e) (2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: Tetra Tech EMI

#### **I.11 COMPETITION IN SUBCONTRACTS (FAR 52.244-5) (DEC 1996)**

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

#### **I.12 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://farsite.hill.af.mil/vffara.htm>

EPAAR: <http://farsite.hill.af.mil/vfepaara.htm>

### **I.13 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any EPAAR (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

### **I.14 APPROVED PURCHASING SYSTEM**

(a) This contractor [ ] does [ X ] does not have an approved purchasing system.

(b) Section (c) of this clause applies if the contractor has an approved purchasing system.

(c) Notwithstanding the "Subcontracts" clause, the Contractor has an approved purchasing system approved by "enter applicable agency" dated "fill in date." If this approval is rescinded or revoked, the Contractor shall notify the CO within 7 calendar days, at which time the CO may unilaterally modify this clause to indicate the Contractor does not have an approved purchasing system and shall obtain consent in accordance with the "Subcontracts" clause.

## **PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

### ***SECTION J – CONTRACT CLAUSES***

#### **J.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE**

Attachment 1.	Performance Work Statement
Attachment 2.	Invoice Preparation Instructions
Attachment 3.	Reports of Work
Attachment 4.	Contractor COI Plan
Attachment 5.	Contractor Subcontracting Plan
Attachment 6.	Quality Assurance Surveillance Plan

ATTACHMENT 1  
**PERFORMANCE WORK STATEMENT**

**PERFORMANCE WORK STATEMENT**

**RCRA ENFORCEMENT, PERMITTING, AND ASSISTANCE CONTRACT (REPA)  
REPA ZONE 3 (Regions 7, 8, 9 and 10)**

*PERFORMANCE WORK STATEMENT*

**PART I. BACKGROUND**

Under the authority of the Resource Conservation and Recovery Act (RCRA) and in cooperation with EPA's state and tribal partners, EPA manages a hazardous waste program, an underground storage tank program, and a solid waste program, including development of waste reduction strategies such as recycling. The goals of the RCRA program are to: 1) Protect human health and the environment from the hazards posed by waste disposal; 2) Conserve energy and natural resources through waste recycling and recovery; 3) Reduce or eliminate the amount of waste generated, including hazardous waste; and 4) Ensure that waste is managed in an environmentally safe manner.

RCRA is the result of several laws. Congress passed the Solid Waste Disposal Act (SWDA) in 1965. This statute provided the basis for regulating the proper management of solid waste. The SWDA went through several major amendments resulting in the RCRA of 1976. The Hazardous and Solid Waste Amendments (HSWA) in 1984 and the Federal Facilities Compliance Act of 1992 have also amended RCRA.

To achieve RCRA program goals, four distinct yet interrelated programs exist under RCRA. Subtitle D of RCRA promotes and encourages the environmentally sound management of solid waste. It includes minimum Federal technical standards and guidelines for state solid waste plans. Subtitle C establishes a management system that regulates hazardous waste from the time it is generated until its ultimate disposal, in effect, from "cradle to grave". Subtitle I regulates petroleum products and hazardous substances (as defined under Superfund) that are stored in underground tanks. It establishes performance standards for new tanks and requires leak detection, prevention and corrective action at underground tank sites. Subtitle J regulates medical waste generation, treatment, destruction, and disposal.

In conjunction with achieving the RCRA program goals, other programs or related Agency initiatives may be addressed within this performance work statement. This includes the following programs and initiatives: Clean Air Act (CAA), Clean Water Act (CWA), Toxic Substance and Control Act (TSCA), Safe Drinking Water Act (SDWA), Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Resource Conservation Challenge (RCC), Pollution Prevention (P2), National Environmental Performance Track (NEPT), Environmental Management Systems (EMS), Border 2012, Environmental Justice (EJ), National Environmental Justice Advisory Committee (NEJAC),

Community Based Environmental Protection (CBEP), Emergency Planning and Community Right to Know (EPCRA), RCRA Brownfields, and other new initiatives and special programs.

## **PART II. PURPOSE**

The purpose of this contract is to provide technical support services to the EPA Zone 3, which is comprised of EPA Regions 7, 8, 9 and 10. The contract will support EPA activities, as well as EPA coordinated efforts with states, tribes and other Federal agencies, at private, state and federal facilities, Indian Country, U.S. Territories, along the United States international borders, and further abroad. The activities required under this contract will support the RCRA goals cited above and other programs or related Agency initiatives.

## **PART III. SCOPE**

The Contracting Officer (CO) will issue task orders for all work required under this contract, in accordance with the terms and conditions of the contract. This Performance Work Statement (PWS) contains general performance requirements and standards. The task orders will provide specific performance requirements and standards based on the activities/support required.

The contractor shall submit all work products for review and approval to the appropriate Contracting Officer Representative (COR), in accordance with the contract and task order. The Government will make all final determinations and decisions after a close and critical review of the contractor's work product. All work products resulting from the performance of this contract are the property of EPA. The contractor shall not publish or otherwise release, distribute or disclose any work product generated under this contract without obtaining EPA's express written approval.

The contractor shall not provide legal services, make any decision for the Agency, nor develop policy under this contract. In all contact with the public and government officials under this contract, contractor personnel shall identify themselves as contractor employees working under contract to EPA. Contractor identification badges/visitor badges shall be prominently displayed at all times, and clearly visible in all public settings.

## **PART IV. PERFORMANCE GUIDELINES AND TOOLS**

### **A. Complexity Levels**

Task orders will identify the complexity level of the work assigned. There are three complexity levels: highly complex, moderately complex and less complex. Highly complex assignments are defined as those assignments where a substantial amount (80% or more of the task) requires qualifications of senior level or expert staff to complete. Moderately complex assignment can generally be accomplished by mid-level staff, with support of junior-level staff, and minimal support for senior staff. Less complex work can be completed by entry or junior-level staff, with minimal support from mid-level and/or senior staff. The tasks/subtasks presented in PART V

below provide examples of the three complexity levels. These examples are for informational purposes only. Specific guidance as to the complexity of an assignment will be discussed in each task order, and will be clarified prior to start of the assignment, if necessary.

#### **B. Acceptable Quality Levels (AQLs)**

85% of draft deliverables, and 100% of final deliverables, adhere to the format and content standards defined in the task order and EPA-approved contractor work plan/ staffing plan.

When utilized, customer satisfaction and learning survey tools indicate a satisfactory or above score 90% of the time.

Work is completed in accordance with the task order, and within the defined schedules and the cost estimate in the EPA-approved work plan/ staffing plan.

#### **C. Monitoring Method**

EPA will evaluate and monitor the contractor performance in accordance with the Quality Assurance Surveillance Plan (QASP). EPA retains the right to unilaterally change the monitoring or surveillance methods consistent with the "Inspection of Services" clause in Section E of the contract.

The designated COR will review and approve all contractor deliverables. The COR may also observe contractor personnel while performing activities under the contract. When appropriate, EPA may utilize feedback, learning and customer satisfaction survey tools and tests to monitor success.

#### **D. Incentives/Disincentives**

Where the contractor's work fails to meet one or more of the performance standards identified under each task or subtask, EPA will require the contractor to correct the deficiency at no additional cost to the government, and the contractor may be subject to a reduction of up to 20% of the costs incurred for that task. When the defect(s) cannot be corrected by re-performance, the government may reduce the costs payable for that task by up to 50%, to reflect the reduced value of the services performed. Performance issues will be noted within the contractor's performance rating.



## **PART V. DESCRIPTION OF SPECIFIC TASKS AND REQUIREMENTS**

The following tasks and subtasks identify general performance requirements and standards that describe the type of activities that will be assigned by each task order. Any or all of the below tasks/subtasks may be requested in support of EPA activities under the subject contract.

### **Task 1 TECHNICAL REVIEWS AND ANALYSIS/ASSESSMENT SUPPORT**

The contractor shall provide technical reviews and analysis/assessment services to support various environmental activities, primarily under RCRA and related programs. These services may also be used in support of CERCLA, SDWA, CWA, CAA and other environmental laws and initiatives.

#### **Subtask 1.1 Technical Reviews**

##### **Performance Requirement**

The contractor shall conduct technical reviews of documents or other materials (e.g. videos, databases, etc.) prepared by facilities, states, tribes or other Federal agencies as set forth in the individual task orders. Types of RCRA documents that may require technical review include but are not limited to: waste determination, waste delisting, land revitalization, Part B permit applications, corrective action documents, Regional Facility Assessments (RFAs), Regional Facility Investigations (RFIs), Corrective Measure Studies (CMS), Corrective Measure Design and Implementation Reports, financial assurance documents, risk assessment documents, Site Evaluation Reports, Closure Plans, Statements of Basis, Environmental Indicator documents, Field Sampling Plans (FSPs), and Quality Assurance Project Plans (QAPPs). CERCLA documents may include but are not limited to: Record of Decisions (ROD), Hazard Ranking Score (HRS), treatability studies, Remedial Design Documents, Remedial Investigation/Feasibility Study Related documents, and Site Characterization Information.

The contractor shall provide technical support at internal and external meetings to address/discuss technical review of documents. The contractor may be required to defend, clarify, or explain any comments or reports it generated based on the technical review. Meeting support may include technical facilitation and/or formal presentation, using visual aids such as maps or computer programs. Meeting attendees may include representatives from facilities, states, tribes, other Federal agencies, and the public.

##### **Complexity Examples:**

Highly Complex – Review of human health or ecological risk assessments and review of design documents. Technical support at a meeting concerning a complex corrective action at a large Federal Facility.

Moderately Complex – Review of permit documents.

Less Complex – Review of basic field sampling plans, RFI work plans and CMS documents.

### **Performance Standard**

The contractor shall provide technical review support in accordance with applicable laws, regulations, policies, guidance, and direction provided in the individual task orders. This support shall be tailored to the needs of, and be consistent with, the policies and guidance of the specific office being supported. This support shall meet or exceed professional industry standards. Technical support shall focus on the technical adequacy of the reviewed items, and any deficiencies of critical importance.

The contractor shall coordinate and integrate all activity needed to provide the required support (e.g., problem identification/resolution strategy, responses to inquiries, and/or technical, service, administrative issues, etc.) in a timely, complete and effective manner. The contractor shall use quality assurance (QA) monitoring tools to ensure services and deliverables meet contract/task order requirements. The contractor shall also use QA monitoring tools to validate data and ensure adequate quality for its intended purpose.

Deliverables shall demonstrate that the reviewed items are consistent with: 1) recent agreements or orders (e.g., Orders, Permits, ROD); 2) professional industry standards; and 3) current laws and EPA and/or State/Tribal rules, regulations, ordinances, and guidance. Deliverables or technical support shall demonstrate that appropriate relevant documentation was considered when developing comments, conclusions or recommendations (e.g., state documents, past EPA comments, or other documentation affecting the technical review). Deliverables shall include the rationale behind any conclusions or recommendations. If appropriate, recommendations for a facility to perform additional work shall be included in the deliverables.

Deliverables shall meet the schedule and cost presented in the task order. Written deliverables shall reflect a good command of the English language, be well-organized, and free of grammatical errors, misspellings and incomplete sentences. As required, written deliverables shall also have high-quality professional graphics. Preparation and printing of materials shall be in accordance with the Government Printing Office (GPO) guidelines.

Contractor support at meetings/conference calls shall meet the requirements of the individual task orders. Contractor support shall also demonstrate a high level of technical subject knowledge, thorough knowledge of the reviewed documents/materials and consistency with review comments and/or recommendations. Technical facilitation support shall demonstrate a high level of technical subject knowledge and facilitation skills.

The contractor shall utilize staff with the appropriate level of education and work experience to meet the task order requirements. Specialized and/or expert staff must meet the minimum

requirements as identified in the individual task orders. Contractor staff shall demonstrate a high level of professionalism.

#### Subtask 1.2 - Technical Analysis/Assessment Support and Document Preparation

##### **Performance Requirement**

The contractor shall provide technical analysis and assessment services in support of various EPA activities at private, state, tribal and Federal facilities, or sites as set forth in the individual task orders. Types of analysis and assessment support the contractor shall provide may include but are not limited to: RCRA waste determination, RCRA waste delisting, land revitalization, corrective action analysis, RCRA Facility Assessments (RFAs), RCRA Facility Investigations (RFI), Corrective Measure Studies (CMS), Corrective Measure Design and Implementation Reports, financial assurance analysis, risk assessments, Site Evaluation Reports, Environmental Indicator analysis, Field Sampling Plans, and Quality Assurance Project Plans. The contractor shall generate written reports, summaries, or analyses in support of activities as required in individual task orders.

The contractor shall provide technical support at internal and external meetings to address/discuss technical analyses and/or assessments. The contractor may be required to defend, clarify, or explain any comments or reports it generated based on the analysis/assessment. Meeting support may include technical facilitation and/or formal presentation using visual aids such as maps or computer programs. Meeting attendees may include representatives from facilities, states, tribes, other Federal agencies, and the public.

##### **Complexity Examples:**

Highly Complex – combustion risk assessment, human health risk assessment and ecological risk assessment.

Moderately Complex – Environmental Indicator Risk evaluation.

Less Complex –RFA file review.

##### **Performance Standard**

The contractor shall provide technical analysis and assessment support in accordance with applicable laws, regulations, policies, guidance, and direction provided in the individual task orders. This support shall be tailored to the needs of, and be consistent with, the policies and guidance of the specific office being supported. This support shall meet or exceed professional industry standards. Technical support shall demonstrate thorough technical analysis or assessment.

The contractor shall coordinate and integrate all activity needed to provide the required support (e.g., problem identification/resolution strategy, responses to inquiries, and/or technical, service, administrative issues, etc.) in a timely, complete and effective manner. The contractor shall use

QA monitoring tools to ensure technical support and deliverables meet contract and task order requirements.

Deliverables shall be consistent with recent agreements or orders (e.g., Orders, Permits, ROD), applicable laws and EPA and/or State/Tribal rules, regulations, ordinances, and guidance. Deliverables or technical support shall demonstrate that appropriate relevant documentation was considered when conducting analyses and assessments (e.g. state documents, past EPA comments, or other documentation affecting the technical review). Deliverables shall include the rationale behind any conclusions or recommendations. If appropriate, recommendations for additional work shall be included in the deliverables.

Deliverables shall meet the schedule and cost presented in the task order. Written deliverables shall reflect a good command of the English language, be well-organized, and free of grammatical errors, misspellings and incomplete sentences. As required, written deliverables shall also have high-quality professional graphics. Preparation and printing of materials shall be in accordance with GPO guidelines.

Contractor support at meetings/conference calls shall meet the requirements of the individual task orders. Contractor support shall also demonstrate a high level of technical subject knowledge, thorough knowledge of the contractor's analysis/assessment and deliverables, and consistency with the conclusions and/or recommendations of the analysis/assessment.

The contractor shall utilize staff with the appropriate level of education and work experience to meet the task order requirements. Specialized and/or expert staff must meet the minimum requirements as identified in the individual task orders. Contractor staff shall demonstrate a high level of professionalism.

## **Task 2        FIELD OVERSIGHT, INSPECTION, SAMPLING AND DATA REVIEW**

The contractor shall provide field activities and data review services to support various environmental activities, primarily under RCRA and related programs. These services may also be used in support of CERCLA, SDWA, CWA, CAA and other environmental laws and initiatives. Field activities may be required at private, state or federal facilities, Indian Country, U.S. Territories, and along the United States international borders. For purposes of this contract, field activities shall include field audits, oversight, inspections, and sampling and sample analysis.

### **Subtask 2.1    Field Audit/Oversight and Inspections**

#### **Performance Requirement**

The contractor shall provide field audit/oversight and inspection support to evaluate facility or site compliance with RCRA, CERCLA, CWA, and CAA, as well as other environmental laws and regulations as set forth in the individual task orders. Field audit/oversight and inspection support

may include, but is not limited to: RCRA program compliance (inspecting generators, transporters, and treatment, storage or disposal facilities); oversight inspections for adherence with corrective action requirements set forth in orders, decrees, voluntary agreements and permits; and Underground Storage Tank (UST) inspections.

Contractor support may include the implementation and/or oversight of work plans, sampling and analytical plans, and QAPPs in the field. It may also include: preparing a Field Audit Plan/Split Sample Plan which explicitly describes what field audit activities the contractor will undertake, including a checklist of such activities; observing sampling activities for compliance with the orders, decrees or permit conditions, or other settlement documents, approved sampling and analysis plans, and QAPP; and maintaining a diary or log of detailed observations at the site, including interactions with all parties, results of field tests, observations about conformance with the approved plans, orders, decrees and permit conditions, case development, and/or other settlement documents. Diaries and logs may be supplemented by photographs and/or videotaping. If necessary, the contractor may conduct a site visit to become familiar with site conditions.

#### Complexity Examples:

Highly Complex – Inspections of incinerators, boilers and industrial furnaces (BIFs), and facilities with complex industrial processes, or those that have complex geology.

Moderately Complex – Routine Transportation, Storage and Disposal (TSD) facility inspections and corrective action oversight inspections at routine facilities.

Less Complex – Generator inspections and inspections a non-technical nature (such as manifest reviews).

#### **Performance Standard**

The contractor shall provide field audit/oversight and inspection support in accordance with applicable laws, regulations, policies, guidance, and direction provided in the individual task orders. This support shall be tailored to the needs of, and be consistent with, the policies and guidance of the specific office being supported. This support shall meet or exceed professional industry standards.

The contractor shall be adequately prepared before going into the field, including but not limited to: appropriate field staff with required training and knowledge, appropriate field equipment (personal protective gear, surveillance equipment, etc.), familiarity with site conditions, and requirements of applicable plans and settlement documents. The contractor shall use detailed logbooks and photographs to support observations and activities in the field.

The contractor shall coordinate and integrate all activity needed to provide the required support (e.g., problem identification/resolution strategy; responses to inquiries, and/or technical, service, administrative issues, etc.) in a timely, complete and effective manner. The contractor shall use

QA monitoring tools to ensure technical support and deliverables meet contract and task order requirements.

Deliverables should be of sufficient quality to document any violations or deviations in the field. Deliverables or technical support shall demonstrate that relevant information and documentation was considered when developing field audit, oversight or inspection reports. Deliverables shall include the rationale behind any findings, conclusions or recommendations.

Deliverables shall meet the schedule and cost presented in the task order. Written deliverables shall reflect a good command of the English language, be well-organized, and free of grammatical errors, misspellings and incomplete sentences. As required, written deliverables shall also have high-quality professional graphics. Preparation and printing of materials shall be in accordance with GPO guidelines.

The contractor shall utilize staff with the appropriate level of education and work experience to meet the task order requirements. Specialized and/or expert staff must meet the minimum requirements as identified in the individual task orders. Contractor staff shall demonstrate a high level of professionalism.

## **Subtask 2.2 Field Sampling**

### **Performance Requirement**

The contractor shall provide field sampling services as set forth in the individual task orders. Field sampling may include, but is not limited to: soil, debris, waste, groundwater, surface water, and sediments. The contractor shall take all actions required to achieve successful sampling events, including but not limited to: developing and submitting to EPA sampling and analysis plans; preparing QAPPs and site Health and Safety Plan (HSP); providing coordination support to EPA through the EPA Contract Laboratory Program, Regional EPA laboratories, and/or private laboratories; procuring private analytical support, if necessary; conducting sampling activities in accordance with the QAPP; providing sample management (e.g., FORMS II Lite, SCRIBE, Chain-of Custody sample tracking, sample retention, and maintenance of sample integrity); and managing investigative derived waste (IDW).

The generator of the wastes is responsible for making a hazardous waste determination, and ultimate disposal of the waste. If the generator is a contractor, the contractor shall make a hazardous waste determination and dispose of IDW. The contractor shall use the assigned RCRA facility ID number on the IDW disposal manifests.

In any case where EPA is the shipper (generator) of wastes, such as when IDW is generated from an EPA sampling event, the EPA site manager/representative will sign the hazardous waste manifest. However, the EPA contractor conducting the sampling shall prepare the appropriate

paperwork (e.g. EPA form 8700-12, EPA Form 8700-22 or State Hazardous Waste Manifests IAW 40 CFR 262.21) for review and signature by the EPA site manager/representative.

**Complexity Examples:**

Highly Complex – Sampling drums where the contents are unknown, where high levels of protection are necessary, or any event requiring non-routine sampling techniques or equipment to accomplish the assignment.

Moderately Complex – Routine sampling.

Less Complex – Split sampling at a corrective action site where the facility is collecting the samples and placing them in EPA sample containers.

Examples of “Routine Sampling” are scheduled sampling from established sampling wells, air stations, and at previously established sampling sites. Some examples of actual sampling time includes well evacuations/purging, well casings, timed sampling and decontamination, field analysis (on the back of the truck) and chain-of custody and other paperwork.

Examples of “Non-Routine Sampling” would be collection of specific rare bird eggs, rare plant sampling, collection of specific live wildlife, and collection of insect species associated with ecological risk assessments. The complexity level for sampling will be indicated in the task order by EPA.

**Performance Standard**

The contractor shall provide field sampling support in accordance with applicable laws, regulations, policies, guidance, and direction provided in the individual task orders. This support shall be tailored to the needs of, and be consistent with, the policies and guidance of the specific office being supported. This support shall meet or exceed professional industry standards. The contractor shall be adequately prepared before going into the field including but not limited to: appropriate field staff with required training and knowledge, appropriate field equipment (personal protective gear, surveillance equipment, etc.), familiarity with site conditions, and requirements of applicable plans and settlement documents. The contractor shall use detailed logbooks and photographs to support observations and activities in the field.

The contractor shall coordinate and integrate all activity needed to provide the required support (e.g., problem identification/resolution strategy, responses to inquiries, and/or technical, service, administrative issues, etc.) in a timely, complete and effective manner. The contractor shall use QA monitoring tools to ensure technical support and deliverables meet contract and task order requirements.

Deliverables should be of sufficient quality to document the type and location of all samples taken in the field. Deliverables or technical support shall demonstrate that relevant information and



documentation was considered when developing field sampling reports. Deliverables shall include the rationale behind any findings, conclusions or recommendations.

Deliverables shall meet the schedule and cost presented in the task order. Written deliverables shall reflect a good command of the English language, be well-organized, and free of grammatical errors, misspellings and incomplete sentences. As required, written deliverables shall also have high-quality professional graphics. Preparation and printing of materials shall be in accordance with GPO guidelines.

The contractor shall utilize staff with the appropriate level of education and work experience to meet the task order requirements. Specialized and/or expert staff must meet the minimum requirements as identified in the individual task orders. Contractor staff shall demonstrate a high level of professionalism.

### **Subtask 2.3 Data Review (Validation, Evaluation, and Reporting)**

#### **Performance Requirement**

The contractor shall provide data review support as set forth in the individual task orders. Typical data review activities may include, but are not limited to, data validation, evaluation, compilation, tabulation and reduction. The contractor shall focus on quality, intended use, and usefulness when evaluating and/or validating data. If required, the contractor shall format the data for input into a regional or other database. The contractor shall verify and report whether adequate sample management was performed and, if applicable, that the appropriate EPA tracking software was used.

#### **Complexity Examples:**

Highly Complex – Review data packages of PCB data or evaluation of tentatively identified compounds.

Moderately Complex – Validate organic data packages.

Less Complex – Validate inorganic data packages or wet chemistry evaluations.

#### **Performance Standard**

The contractor shall provide data review support in accordance with applicable laws, regulations, policies, guidance, and direction provided in the individual task orders. This support shall be tailored to the needs of, and be consistent with, the policies and guidance of the specific office being supported. This support shall meet or exceed professional industry standards.

The contractor shall have thorough knowledge of data quality objectives prior to conducting any data review.

The contractor shall coordinate and integrate all activity needed to provide the required support (e.g., problem identification/resolution strategy, responses to inquiries, and/or technical, service, administrative issues, etc.) in a timely, complete and effective manner. The contractor shall use QA monitoring tools to ensure technical support and deliverables meet contract and task order requirements. The contractor shall also use QA monitoring tools to validate data and ensure adequate quality for its intended purpose.

Deliverables should document whether data is of sufficient quality for its intended use. Any data qualifiers or restrictions in use should be clearly noted. Data review reports shall be accurate, complete, and defensible in court.

Deliverables shall meet the schedule and cost presented in the task order. Written deliverables shall reflect a good command of the English language, be well-organized, and free of grammatical errors, misspellings and incomplete sentences. As required, written deliverables shall also have high-quality professional graphics. Preparation and printing of materials shall be in accordance with GPO guidelines.

The contractor shall utilize staff with the appropriate level of education and work experience to meet the task order requirements. Specialized and/or expert staff must meet the minimum requirements as identified in the individual task orders. Contractor staff shall demonstrate a high level of professionalism.

### **Task 3            ENFORCEMENT NEGOTIATION AND LITIGATION SUPPORT**

The contractor shall provide negotiation and litigation services to support various environmental enforcement activities primarily under RCRA and related programs. These services may also be used in support of CERCLA, SDWA, CWA, CAA and other environmental laws and initiatives.

The contractor shall provide negotiation and litigation support in three general areas: case development, general enforcement negotiation support, and expert witness and litigation support.

#### **Subtask 3.1 - Case Development**

##### **Performance Requirement**

The contractor shall provide case development support as set forth in the individual task orders. Case development activities may include, but are not limited to: technical and administrative assistance in developing defensible information to support specific enforcement or legal actions, developing draft information request letters and general/special notice letters; developing and maintaining administrative records; conducting PRP or title searches; and preparing trial exhibits.

Complexity Examples:

Highly Complex – Investigation related to process-based review, exclusions exemptions, multi-media impacts (or potential impacts), multi-sight investigations, complex corporate structure or ownerships situations.

Moderately Complex – Interpretation of results with regard to compliance status.

Less Complex - Gathering/compiling records already available, routine ownership, financial assurance issues.

### **Performance Standard**

The contractor shall provide case development support in accordance with applicable laws, regulations, policies, guidance, and direction provided in the individual task orders. This support shall be tailored to the needs of, and be consistent with, the policies and guidance of the specific office being supported. This support shall meet or exceed professional industry standards. The contractor support shall demonstrate thorough knowledge of applicable Federal and State rules of evidence, and relevant interpretive case law concerning collection, chain of custody, credibility, and admissibility.

The contractor shall coordinate and integrate all activity needed to provide the required support (e.g., problem identification/resolution strategy, responses to inquiries, and/or technical, service, administrative issues, etc.) in a timely, complete and effective manner. The contractor shall use QA monitoring tools to ensure services and deliverables meet contract/task order requirements. The contractor shall also use QA monitoring tools to validate data and ensure adequate quality for its intended purpose.

If required, interviews shall be fully documented, including a summary of information and documents acquired, in the format identified in the individual task orders. Records collected shall be organized in accordance with the appropriate EPA filing system.

Deliverables shall meet the schedule and cost presented in the task order. Written deliverables shall reflect a good command of the English language, be well-organized, and free of grammatical errors, misspellings and incomplete sentences. As required, written deliverables shall also have high-quality professional graphics. Preparation and printing of materials shall be in accordance with GPO guidelines.

The contractor shall utilize staff with the appropriate level of education and work experience to meet the task order requirements. Specialized and/or expert staff must meet the minimum requirements as identified in the individual task orders. Contractor staff shall demonstrate a high level of professionalism.

### **Subtask 3.2 – General Enforcement Negotiation Support**

### **Performance Requirement**

The contractor shall provide negotiation support as set forth in the individual task orders. General enforcement negotiation activities may include, but are not limited to: technical assistance in negotiating interim corrective action, removal actions, remedial design/remedial action, and consent orders; liability and viability analysis and cost documentation support; technical assistance during EPA/Department of Justice (DOJ) negotiations and negotiations with Potential Responsible Parties (PRPs); and assessment of PRP financial capabilities, assessment of economic benefit, review settlements, and verify compliance of a PRPs work plans with the requirements and schedules in pertinent legal documents. Negotiation support may involving the collection and/or development of information to be used during discussions between EPA and site/facility owners and operators to settle or conclude outstanding issues.

**Complexity Examples:**

Highly Complex – Negotiations based on process investigation, exclusions, exemptions, multi-media implications, multi-site matters.

Moderately Complex – Interpretation of violations and desired injunctive relief.

Less Complex - Administrative support regarding sampling results, field observations, administrative record.

**Performance Standard**

The contractor shall provide general enforcement negotiation support in accordance with applicable laws, regulations, policies, guidance, and direction provided in the individual task orders. This support shall be tailored to the needs of, and be consistent with, the policies and guidance of the specific office being supported. This support shall meet or exceed professional industry standards.

The contractor shall coordinate and integrate all activity needed to provide the required support (e.g., problem identification/resolution strategy, responses to inquiries, and/or technical, service, administrative issues, etc.) in a timely, complete and effective manner. The contractor shall use QA monitoring tools to ensure services and deliverables meet contract/task order requirements. The contractor shall also use QA monitoring tools to validate data and ensure adequate quality for its intended purpose.

The contractor shall identify and pursue investigative leads, including locating individuals who may be knowledgeable about site operations and waste handling practices, as well as PRPs and their assets.

PRP financial assessments shall be based upon standard accounting and finance measures of income, solvency, and asset valuation. Financial assessment reports shall cite all sources of financial information used in the assessments.

The contractor shall review all relevant documents and adhere to applicable Agency guidance in the drafting of documents and publication requirements; evaluation and preparation of non-binding preliminary allocation of responsibility; and evaluation of PRP proposals, work plans, and cost recovery work.

Deliverables shall meet the schedule and cost presented in the task order. Written deliverables shall reflect a good command of the English language, be well-organized, and free of grammatical errors, misspellings and incomplete sentences. As required, written deliverables shall also have high-quality professional graphics. Preparation and printing of materials shall be in accordance with GPO guidelines.

The contractor shall utilize staff with the appropriate level of education and work experience to meet the task order requirements. Specialized and/or expert staff must meet the minimum requirements as identified in the individual task orders. The contractor shall locate and secure experts within the time frame specified in the individual task orders. Contractor staff shall demonstrate a high level of professionalism.

### **Subtask 3.3 - Expert Witness/Consultant Support**

#### **Performance Requirement**

The contractor shall provide expert witness and litigation support as set forth in the individual task orders. The contractor may be required to obtain expert witnesses and consultants to assist EPA in the support of civil and criminal actions, administrative orders and hearings, negotiations and settlement meetings, and other settlement-related proceedings. The contractor may be required to perform a search for potential experts in specific fields having certain knowledge and experience as identified by EPA.

#### **Complexity Examples:**

Highly Complex – Matters related to exemptions and exclusions, process-based Investigations

Moderately Complex – Interpretation of observations or sampling results and how this related to compliance status. Explanation of sampling plans and their representativeness

Less Complex - Matters related to observations during site visits, matters related to analytical results

#### **Performance Standard**

The contractor shall provide expert witness and consultant support in accordance with applicable laws, regulations, policies, guidance, and direction provided in the individual task orders. This support shall be tailored to the needs of and consistent with the policies and guidance of the

specific office being supported. This support shall also meet or exceed professional industry standards.

The contractor shall coordinate and integrate all activity needed to execute the support required (e.g. problem identification/resolution strategy; responses to inquiries, and/or technical, service, administrative issues, etc.) in a timely, complete and effective manner. The contractor shall use quality assurance monitoring tools to ensure services and deliverables meet contract/task order requirements. The contractor shall also use QA monitoring tools to validate data and ensure adequate quality for its intended purpose.

Deliverables should document whether data is of sufficient quality for its intended use. Any data qualifiers or restrictions in use should be clearly noted. Data review reports shall be accurate and complete and defensible in court.

Deliverables shall meet the schedule and cost presented in the task order. Written deliverables shall reflect a good command of the English language, be well organized, and free of grammatical errors, misspellings and incomplete sentences. As required, written deliverables shall also have high quality professional graphics. Preparation and printing of materials shall be in accordance with the Government Printing Office (GPO) guidelines.

Contractor personnel shall meet the standards of the position as described in the contract schedule. The contractor shall utilize staff with the appropriate level of education and work experience to meet the task order requirements. Specialized and/or expert staff must meet the minimum requirements as identified in the individual task orders. The contractor shall locate and secure experts within the time frame specified in the individual task orders. Contractor staff shall demonstrate a high level of professionalism.

#### **Task 4        RECORDS AND DATA MANAGEMENT**

The contractor shall provide records and data management services to support various environmental activities primarily under RCRA, related programs and special projects. These services may also be used in support of CERCLA, SDWA, CWA, CAA and other environmental laws and initiatives.

##### **Subtask 4.1 - Records Management**

##### **Performance Requirement**

The contractor shall provide records management services as set forth in the individual task orders. These services may include, but are not limited to: records center and/or records management database operation and maintenance; document control and maintenance; Notification of Hazardous Waste Activity (EPA Form 8700-12) processing and associated support; program, site

or facility-specific records compilation and maintenance; document list development and maintenance; and Freedom Of Information Act management.

**Complexity Examples:**

High Complex - Establish Records Management System.

Moderately Complex – Records Center Management.

Less Complex - Document list development and maintenance.

**Performance Standards**

The contractor shall provide records management support in accordance with applicable laws, regulations, policies, guidance, and direction provided in the individual task orders. This support shall be tailored to the needs of, and be consistent with, the policies and guidance of the specific office being supported. This support shall also meet or exceed professional industry standards.

The contractor shall coordinate and integrate all activity needed to provide the required support (e.g., problem identification/resolution strategy, responses to inquiries, and/or technical, service, administrative issues, etc.) in a timely, complete and effective manner. The contractor shall use QA monitoring tools to ensure services and deliverables meet contract/task order requirements. The contractor shall also use QA monitoring tools to validate data and ensure adequate quality for its intended purpose.

Deliverables shall meet the schedule and cost presented in the task order. Written deliverables shall reflect a good command of the English language, be well-organized, and free of grammatical errors, misspellings and incomplete sentences. As required, written deliverables shall also have high-quality professional graphics. Preparation and printing of materials shall be in accordance with GPO guidelines.

The contractor shall utilize staff with the appropriate level of education and work experience to meet the task order requirements. Specialized and/or expert staff must meet the minimum requirements as identified in the individual task orders. Contractor staff shall demonstrate a high level of professionalism.

**Subtask 4.2 - Data Management**

**Performance Requirement**

The contractor shall provide data management services set forth in the individual task orders. These services may include, but are not limited to: application/system development, maintenance and upgrade or enhancement; data screening, validation, entry and formatting; and system interface and conversion development. Activities required may include, but are not limited to: develop automated or written management information systems; develop automated record management systems; develop, maintain and upgrade automated regional tracking systems,



databases, spreadsheets, and reporting systems; develop and modify draft geographical information systems (GIS) or geospatial reports; biennial report (BR) data screening/validation, entry and follow up; and create unique reports by manipulating information from various sources, which may include “secondary data”.

The contractor shall demonstrate the operational capability of written or automated applications or systems developed, upgraded or enhanced. The contractor shall maintain compatibility among system components in an operational environment when developing system interfaces and conversions. Developed applications shall conform to the operational environment and specified user requirements. Developed applications shall NOT adversely affect system performance. For conversion projects, the contractor may be required to provide an inventory of programs and description of the complexity of the existing systems, and programs for transfer to another processing system or hardware and software platform operational environment.

The contractor shall provide application operation and maintenance manual or training manual. The contractor may also be required to provide training on use of the database or automated system. Training may vary based on user levels/needs (e.g., end users, administrators, analysts, management, etc.)

Any database or system developed under this contract shall be the property of the EPA.

Complexity Examples:

Highly Complex – Develop an integrated Unified Hazardous Materials Information Delivery System application in coordination with states to collect, verify and compile local (city/county) government data and transfer to RCRA Info.

Moderately Complex – Local (regional) RCRA database system updates and maintenance.

Less Complex – Data screening and entry.

### **Performance Standards**

The contractor shall provide data management support in accordance with applicable laws, regulations, policies, guidance, and direction provided in an individual task order. This support shall be tailored to the needs of, and be consistent with, the policies and guidance of the specific office being supported. The support provided and applications developed shall meet or exceed professional industry standards.

The contractor shall coordinate and integrate all activity needed to provide the required support (e.g., problem identification/resolution strategy, responses to inquiries, and/or technical, service, administrative issues, etc.) in a timely, complete and effective manner. The contractor shall use QA monitoring tools to ensure services and deliverables meet contract/task order requirements. The contractor shall also use QA monitoring tools to validate data and ensure adequate quality for its intended purpose.

Deliverables shall meet the schedule and cost presented in the task order. Written deliverables shall reflect a good command of the English language, be well-organized, and free of grammatical errors, misspellings and incomplete sentences. As required, written deliverables shall also have high-quality professional graphics. Any application developed shall meet the standards set in the individual task order and be functional, user-friendly, with edit-capability and be compatible with software used by EPA. Preparation and printing of materials shall be in accordance with GPO guidelines.

The contractor shall utilize staff with the appropriate level of education and work experience to meet the task order requirements. Specialized and/or expert staff must meet the minimum requirements as identified in the individual task orders. Contractor staff shall demonstrate a high level of professionalism.

#### Task 5 TRAINING, CONFERENCES AND PUBLIC INVOLVEMENT

The contractor shall provide training, conference and public involvement services to support various environmental activities primarily under RCRA, related programs and special projects. These services may also be used in support of CERCLA, SDWA, CWA, CAA and other environmental laws and initiatives.

##### Subtask 5.1 - Training and Conference Support

#### **Performance Requirement**

The contractor shall provide assistance in conducting training and conference/meeting support as set forth in the individual task orders. These services may require contractor support involving the communication of EPA policy and regulations, and providing guidance to other Federal, State and local agencies on EPA's behalf. Training and conference/meeting support may include, but are not limited to: logistical activities such as facility arrangements, publicizing the course or conference/meeting, registration, and attendee tracking; material development and distribution such as training manuals, handbooks, pamphlets, slide shows, and Power Point presentations; and specialized and/or expert technical or instructor support for various environmental areas such as risk assessment, inspector and site inspection training, corrective action, waste minimization, pollution prevention, landfill regulation, Environmental Indicator (EI) scoring, and closure/post-closure.

#### Complexity Examples:

- Highly Complex – Develop and provide Risk Assessment Training.
- Moderately Complex – Financial Assurance Training.
- Less Complex – Training registration and attendee tracking.

### **Performance Standards**

The contractor shall provide training, meeting and conference support in accordance with applicable laws, regulations, policies, guidance, and direction provided in the individual task orders. This support shall be tailored to the needs of, and be consistent with, the policies and guidance of the specific office being supported. This support shall meet or exceed professional industry standards.

The contractor shall coordinate and integrate all activity needed to provide the required support (e.g., problem identification/resolution strategy, responses to inquiries, and/or technical, service, administrative issues, etc.) in a timely, complete and effective manner. The contractor shall use quality assurance monitoring tools to ensure services and deliverables meet contract/task order requirements.

Deliverables shall meet the schedule and cost presented in the task order. Written deliverables shall reflect a good command of the English language, be well-organized, and free of grammatical errors, misspellings and incomplete sentences. As required, written deliverables shall also have high-quality professional graphics. Preparation and printing of materials shall be in accordance with GPO guidelines.

The contractor shall provide training outlines that, at a minimum, identify course objectives, major and supporting topics of instruction, and the methods of instruction. Course materials shall be clearly and directly in support of identified course objectives. The contractor shall ensure that the technical content of all material for training purposes is in accordance with EPA technical directives or guidance documents.

Logistical support shall ensure meeting/training space is available, adequate, and contains appropriate furnishings, equipment, and support personnel. All arrangements must be completed within cost and schedule.

The contractor shall utilize staff with the appropriate level of education and work experience to meet the task order requirements. Specialized and/or expert staff must meet the minimum requirements as identified in the individual task orders. Contractor staff shall demonstrate a high level of professionalism.

## **Subtask 5.2 - Public Involvement and Outreach Activities**

### **Performance Requirement**

The contractor shall provide assistance in conducting public involvement and outreach support as set forth in the individual task orders. Public involvement and outreach activities may include, but are not limited to: assessing community concerns and desired involvement; assisting in

development and implementation of public involvement plans; planning and conducting public meetings, availability sessions, and public hearings; preparing general or site-specific fact sheets; establishing and maintaining information repositories at or near facilities of concern; preparing or gathering materials to improve EPA communication efforts and events; and providing situation specific facilitation support.

#### **Complexity Examples:**

Highly Complex – Provide facilitation support at a high visibility contentious public meeting. Develop a public involvement/relations plan at sites with significant public and congressional interest.

Moderately Complex – Develop fact sheets and/or posters.

Less Complex – Establish and maintain information repositories.

#### **Performance Standards**

The contractor shall provide public involvement and outreach support in accordance with applicable laws, regulations, policies, guidance, and direction provided in the individual task orders. This support shall be tailored to the needs of, and be consistent with, the policies and guidance of the specific office being supported. This support shall also meet or exceed professional industry standards.

The contractor shall coordinate and integrate all activity needed to provide the required support (e.g., problem identification/resolution strategy, responses to inquiries, and/or technical, service, administrative issues, etc.) in a timely, complete and effective manner. The contractor shall use QA monitoring tools to ensure services and deliverables meet contract/task order requirements. The contractor shall also use QA monitoring tools to validate data and ensure adequate quality for its intended purpose.

Deliverables shall meet the schedule and cost presented in the task order. Written deliverables shall reflect a good command of the English language, be well-organized, and free of grammatical errors, misspellings and incomplete sentences. As required, written deliverables shall also have high-quality professional graphics. Preparation and printing of materials shall be in accordance with GPO guidelines.

Public outreach materials shall clearly and concisely present the document content including technical information, while considering the community/audience demographics, concerns and needs. The contractor shall ensure that the technical content of all material is in accordance with EPA technical directives or guidance documents.

Logistical support shall ensure meeting space is available, adequate, and contains appropriate furnishings, equipment, and support personnel. All arrangements must be completed within cost and schedule.

The contractor shall utilize staff with the appropriate level of education and work experience to meet the task order requirements. Specialized and/or expert staff must meet the minimum requirements as identified in the individual task orders. Contractor staff shall demonstrate a high level of professionalism.

## **Task 6 SPECIAL INITIATIVES, STUDIES AND PROGRAM SUPPORT**

The contractor shall provide technical support for various environmental activities under special initiatives, studies, and state and tribal program support. Initiatives and programs supported under this task may include, but are not limited to: the Resource Conservation Challenge (pollution prevention, waste minimization, greening initiatives, etc.), Environmental Results Program, Environmental Performance Track, Environmental Management Systems, Environmental Justice, Border 2012, state program authorization and oversight, and tribal program strategy.

### **Performance Requirement**

The contractor shall provide technical and administrative support as set forth in the individual task orders. Contractor support may include, but is not limited to: program assessment, site stabilization, capacity building, and program/project-focused analysis. Some examples of previous activities include: bi-national sampling and analysis of hazardous materials and wastes in transport at U.S. and Mexican customs compounds, border EMS capacity building and implementation, border household toxins disposal project, and study of tribal solid waste management alternatives and cost analysis.

### **Complexity Examples:**

Highly Complex – Border contaminated site stabilization and capacity building for future cleanups.

Moderately Complex – Support EPA and states on acceleration of LUST cleanups and develop tools to manage state, regional and local cleanup programs.

Less Complex – Prepare Federal Register Notices of state authorized programs. Collect information regarding special sectors for RCC.

### **Performance Standards**

The contractor shall provide special initiatives, studies and program support in accordance with applicable laws, regulations, policies, guidance, and direction provided in the individual task orders. This support shall be tailored to the needs of, and be consistent with, the policies and guidance of the specific office being supported. This support shall meet or exceed professional industry standards.

The contractor shall coordinate and integrate all activity needed to provide the required support (e.g., problem identification/resolution strategy, responses to inquiries, and/or technical, service,

administrative issues, etc.) in a timely, complete and effective manner. The contractor shall use QA monitoring tools to ensure services and deliverables meet contract/task order requirements. The contractor shall also use QA monitoring tools to validate data and ensure adequate quality for its intended purpose.

Deliverables shall meet the schedule and cost presented in the task order. Written deliverables shall reflect a good command of the English language, be well organized, and free of grammatical errors, misspellings and incomplete sentences. As required, written deliverables shall also have high quality professional graphics. Preparation and printing of materials shall be in accordance with GPO guidelines.

As required, logistical support shall ensure meeting space is available, adequate, and contains appropriate furnishings, equipment, and support personnel (i.e., court reporter, etc.), and presentation material. All arrangements must be completed within cost and schedule.

The contractor shall utilize staff with the appropriate level of education and work experience to meet the task order requirements. Specialized and/or expert staff must meet the minimum requirements as identified in the individual task orders. Contractor staff shall demonstrate a high level of professionalism.

**December 1, 2011**

**Attachment to Performance Work Statement**

**Agency Security Requirements for Contractor Personnel**

To safeguard the EPA workforce and comply with Homeland Security Presidential Directive 12 (HSPD-12), Executive Order (E.O.) 13467, E.O. 13488 and Office of Personnel Management (OPM) regulations, the EPA requires the following:

- **For Unescorted Access for 6 Months or Less**

Contractor employees needing unescorted physical access to a controlled EPA facility<sup>1</sup> for 6 months or less must be determined by the EPA to be fit before being issued a physical access badge (picture ID). A fitness determination is, per E.O. 13488, a decision by an agency that an individual has or does not have the required level of character and conduct necessary to perform work for or on behalf of a federal agency as a contractor employee. A favorable fitness determination is not a decision to contract with an individual. Contractor

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<sup>1</sup> A controlled facility is an area to which security controls have been applied to protect agency assets. Entry to the controlled area is restricted to personnel with a need for access.

employees must undergo, at a minimum, an FBI fingerprint check of law enforcement and investigative indices (see Section 2).

- **For Unescorted Access for More than 6 Months**

Contractor employees needing unescorted access to a controlled EPA facility for more than 6 months are required to have an HSPD-12 smart card, called an EPASS badge. Eligible contractor employees must have a completed or initiated background investigation at the National Agency Check and Inquiries (NACI) level or above, comply with all other investigative and HSPD-12-related requirements, and be determined by the EPA Personnel Security Branch (PSB) to be fit (see Section 3). “Initiated” means that all initial security requirements have been met (paperwork is completed, submitted, and PSB-approved; favorable fingerprint results have been received; funding has been provided to cover the cost of the investigation; and PSB has sent notification that the individual may begin work).

To ensure timely contract performance, the contractor must be prepared to immediately submit upon contract award the contractor employee information detailed in Section 1.c. This applies also to incumbent contractors’ employees for follow-on acquisitions. All contractor employees under a new contract are subject to the requirements in Sections 2 or 3; however, the time needed to meet security requirements may be shorter for personnel who already have a favorable fitness determination.

Contractor employees may begin work on the contract start date provided all applicable documentation in Sections 1, 2, and 3 has been received by the EPA and there is no derogatory information to preclude a favorable determination. Timely submission of contractor employees’ security forms and other required documentation is essential.

A favorable determination may be revoked at any time should the EPA discover derogatory information that deems a contractor employee unfit. Contractor employees deemed unfit will not be allowed to continue under the contract, and the contractor will be responsible for providing replacements acceptable to the EPA.

The EPA may make a determination of a contractor employee’s fitness at any of the following points:

- When the EPA prescreens the individual’s security forms. “Red flag” issues include:
  - Having been fired from a previous job or having left under unfavorable circumstances within the past 5 years (or longer, depending on the security form questions and type of investigation);
  - Failure to register with the Selective Service System (applies to male applicants born after December 31, 1959);
  - Within the past 5 years (or longer, depending on the security form questions and type of investigation), any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrests that demonstrates disregard for the law;



- Illegal drug use within the previous year, or drug manufacture or other involvement for profit within the past 5 years (or longer, depending on the security form questions and type of investigation).
- When FBI fingerprint results are returned to the EPA;
- When OPM returns the individual's investigative results to the EPA;
- When the EPA becomes aware that the contractor employee may not be fit to perform work for or on behalf of a federal agency. The contractor is responsible for monitoring its employees' fitness to work and notifying the EPA immediately of any contractor employee arrests or illegal drug use.

## **1) Initial Contractor Requirements**

This section contains the contractor's initial security requirements, which must be met before contractor employees can perform work **on-site** at EPA under this contract.

- a) The contractor must identify a point of contact (POC) and alternate POC to facilitate security processes.
- b) The contractor must ensure that all foreign nationals who will work under this contract have a valid U.S. Immigrant Visa or nonimmigrant Work Authorization Visa. The contractor must use E-Verify to verify employment eligibility as required by the FAR.
- c) The EPA requires contractor employee information for the investigative and EPASS processes. Immediately upon contract award or anytime new personnel are brought onboard, the contractor POC must log on to a secure, EPA-identified portal, create an account, and submit complete contractor employee information: Full name (as found on employment records and driver's license), Social Security number, date of birth, place of birth (city, state, country), citizenship, employee email address, EPA Program Office or Regional Office, and EPA work city and state. Note: Incomplete names, inaccurate names, and nicknames are unacceptable and may delay contractor employees' start date. Instructions and the portal link will be provided upon contract award.
- d) EPA will provide the login information for the portal. After submission of the contractor employees' data, the Contracting Officer's Representative (COR) will notify the contractor POC if additional information or corrections are required. The COR's approval of the information triggers the investigative and EPASS processes.

## **2) Requirements for Contractor Employees Needing Unescorted Access for 6 Months or Less**

This section contains the requirements for contractor employees who are not eligible for an EPASS badge but who need unescorted physical access. The minimum security requirement is an FBI fingerprint check.

- a) Before the contractor employee can begin work on-site at the EPA:
  - i) He/she must be fingerprinted by the EPA; arrangements will be made by the COR.
  - ii) The contractor employee must satisfactorily respond to all questions/information requests arising from the EPA's review of the fingerprint results.
  - iii) The EPA must determine that the fingerprint results are favorable.

Once all requirements in Section 2(a) are met, the COR/PO and contractor employee will be notified that the contractor employee can start work. Contractor employees will be issued a physical access badge and may work on-site at EPA. Contractor employees must sign a receipt acknowledging responsibility to safeguard the badge and surrender it when required (see Section 4.b).

### **3) Requirements for Contractor Employees Needing Unescorted Access for more than 6 Months**

This section contains the requirements for contractor employees who are eligible for an EPASS badge and who must have, at a minimum, a NACI background investigation completed or initiated. Contractor employees needing access to sensitive information or otherwise occupying moderate or high-risk positions must undergo an investigation above the NACI level. The EPA will assign a position risk level to each position on the contract and identify which contractor employees are EPASS-eligible.

- a) EPASS-eligible contractor employees must undergo a background investigation appropriate to the risk level of the position occupied, as specified by the EPA; the minimum acceptable investigation is a NACI.
- b) Employees who have previously undergone a federal background investigation at the required level and who have worked for or on behalf of the federal government without a break in service since the investigation was completed may not need a new investigation. The EPA will verify the investigative information and notify the contractor employee and COR if a new investigation is required. If an investigation is not needed, the contractor employee must still be fingerprinted by the EPA for an FBI fingerprint check and have favorable fingerprint results returned before beginning work on-site at EPA.
- c) Before beginning work on-site at the EPA, contractor employees who require a new background investigation must:
  - i) Complete and submit the appropriate OPM security questionnaire specified by the EPA via OPM's e-QIP system. Access to e-QIP will be provided by the EPA; the questionnaires are viewable at [www.opm.gov/forms](http://www.opm.gov/forms). Foreign national contractor

- employees must, on the security questionnaire, provide their alien registration number or the number, type, and issuance location of the visa used for entry to the United States.
- ii) For a NACI only, also complete the OF 306, Declaration for Federal Employment, as required by OPM for any NACI and available at [http://www.opm.gov/forms/pdf\\_fill/of0306.pdf](http://www.opm.gov/forms/pdf_fill/of0306.pdf). Contractor employees must answer questions 1-13 and 16, then sign the form on the "Applicant" line, 17a.
  - iii) Follow all instructions on the form(s), answer all questions fully, and submit signature pages as directed by the EPA.
  - iv) Be fingerprinted by the EPA; arrangements for fingerprinting will be made by the COR.
  - v) Satisfactorily respond to all questions/information requests arising from the EPA's review of the forms or fingerprint results.
  - vi) Receive favorable fingerprint results.
- d) Once all requirements in Section 3(c) are met, the COR/PO and contractor employee will be notified that the contractor employee can start work. Contractor employees may work on-site at EPA while OPM conducts the background investigation.
- e) At a time and location specified by the EPA, contractor employees must report in person for EPASS identity (ID) proofing and show two unexpired forms of identification from the lists on Department of Homeland Security Form I-9. At least one of the documents must be a valid, unexpired state or federal government-issued photo ID; non-U.S. citizens must show at least one ID from Column A on Form I-9.
- f) Before being issued an EPASS badge, contractor employees must sign a receipt acknowledging responsibility to safeguard the badge and surrender it when required (see Section 4.b). Contractor employees must meet all EPASS badge life-cycle requirements.
- g) A contractor employee has the right to appeal, in writing through the contractor POC to the COR, the denial or revocation of an EPASS badge. If the COR believes the appeal is justified, he/she will forward it to the Security Management Division (SMD). SMD's decision on behalf of the EPA will be final.

#### **4) Ongoing Contractor Security Responsibilities**

- a) The contractor POC must immediately provide updated information via the secure portal when new contractor employees are added to the contract. These contractor employees must meet all initial investigative requirements before beginning work on-site at EPA. The contractor POC must also update information via the secure portal whenever a contractor employee leaves the contract.

- b) The contractor POC must ensure that all EPA physical access and EPASS badges are returned to the COR as soon as any of the following occurs, unless otherwise determined by the Agency: (i) when the badge is no longer needed for contract performance; (ii) upon completion of a contractor employee's employment; (iii) upon contract completion or termination.
- c) These EPA security requirements must be incorporated into all resulting subcontracts wherein contractor personnel working under the subcontract require EPA physical access.

Attachment 2

**Invoice Preparation Instructions**

**INVOICE PREPARATION INSTRUCTIONS  
SF 1034**

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should

identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.

(12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page \_\_\_\_ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and \_\_\_\_\_ in accordance with the agreements set forth in the contract."

\_\_\_\_\_  
(Name of Official)

\_\_\_\_\_  
(Title)

(13) **Quantity; Unit Price** - insert for supply contracts.

(14) **Amount** - insert the amount claimed for the period indicated in (11) above.



## INVOICE PREPARATION INSTRUCTIONS SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.**  
Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

**NOTE:** Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

## SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify by contractor labor category the number of hours, hourly rate and total dollars billed for the period in the invoice.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Subcontracts** - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

**Other Direct Costs** - identify by item the quantities, unit prices, and total dollars billed.

**Consultants** - by consultant, detailed supporting schedules of each element of cost.

**Contractor Acquired Equipment (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of:

voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

### **SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS**

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify by labor category the number of hours, fixed hourly rate, and total dollars billed for the period in the invoice.

**Subcontracts** - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

**Other Direct Costs** - identify by item the quantities, unit prices, and total dollars billed.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Consultants** - by consultant, detailed supporting schedules of each element of cost.

**Contractor Acquired Equipment** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2)

shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

### RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules.

NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher re-submittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher re-submittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

### COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

#### FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

Attachment 3

**REPORTS OF WORK**



**RCRA Enforcement & Permitting Assistance (REPA) 5****ZONE 3 (Regions 7, 8, 9 and 10)****Reports/Deliverables****I. Introduction**

This document describes the reports of work Contractors shall be required to provide routinely to EPA under this contract. Required report format, content, and submission instructions are also presented. While the Report descriptions serve as a baseline for the required standard, additional reporting requirements may be imposed to meet EPA's contractual or programmatic information needs, such as for cost recovery documentation purposes. EPA may require minor changes to these reports or request that the content be formatted in a different way from time-to-time.

The required standard categories of reports and associated requirements are outlined in the table below. The Number of Copies/Format and Recipients may change during the period of the contract due to different methods of delivery (i.e. paperless methods) that may be used.

Report Title	Frequency	Number of Copies/Format	Recipients
<b>Progress Reports</b> Executive Summary Task Order Reports	Due 20 days after close of the accounting period each month	1 Hard Copy 2 Electronic	CO: Electronic copy PO/RLCOR: Electronic copy & Hard copy TOCOR: Hard copy (TO Report Only)
<b>Task Order Invoices</b>	Due 20 days after close of the accounting period each month	1 Original 3 Hard Copies 2 Electronic	CO: Electronic copy PO/RLCOR: Electronic Copy & Hard copy TOCOR: Hard Copy (individual TO Only) RTP: Original and 1 Hard Copy
<b>Project/Technical Reports</b>	As requested in Task Order PWS	As requested in Task Order PWS	As requested in Task Order PWS

CO = Contracting Officer

PO = Project Officer

RLCOR = Regional Level Contracting Officer Representative

TOCOR = Task Order Contracting Officer Representative

RTP = Research Triangle Park (Payment Office)

## II. Progress Reports

The Progress Report consists of the Executive Summary and Individual Task Order Reports.

The contractor shall prepare Monthly Task Order Progress Reports. A separate report shall be prepared for the Executive Summary and each active Task Order. A Task Order Progress Report shall cover one month's time, beginning with the first day of the contractor's accounting cycle and ending on the final day of the contractor's accounting cycle.

The Progress Reports are due to all recipients by 20 days after the end of the contractor's accounting cycle of each succeeding month. Progress reports shall be sent via regular mail. The cost of express mailing or delivery is not authorized for reimbursement.

### Executive Summary

Each page of the Executive Summary Report shall exhibit the following information:

Contractor Name:

Contract Number:

Reporting Period:

Page Number: \_\_ of \_\_

At a minimum, the Executive Summary shall consist of a narrative, the Contract-Level Summary Report, and the Contract-Level Task Order Summary Report. In addition, the Labor Rate History Report and Contract Modification History should be included as needed. The contractor should use the Executive Summary to provide EPA with information on any contract-level activities and utilization. The Executive Summary must highlight key activities on each task order, deviations from planned schedules and budgets, and corrective actions taken and planned, including changes of personnel. The Executive Summary should also highlight any pending or required actions, including any open suspensions.

Financial tables are to be included in each monthly Executive Summary. The following is a summary of the required tables:

#### Report 1: Contract-Level Summary Report

The Contract-Level Summary Report provides details on the total contract usage for the current period and cumulatively. The report shall include current expenditures (hours and dollars), cumulative expenditures (hours and dollars) and any related contract ceilings for both ceiling type task orders. The expenditures are reported by the labor categories and other direct costs for ceiling type task orders. Contract ceilings are included where required by the contract.

#### Report 2: Regional-Level Task Order Summary Report

The Regional-Level Task Order Summary Report provides details on the status of expenditures by task order (TO). The report shall include TO number, title, period of performance,

current and cumulative expenditures, current billed, cumulative paid, current funding, percentage of funding expended, negotiated TO ceiling amounts, an estimated cost at completion, and anticipated variance (over or under budget). Annotate and briefly explain any numbers in the spreadsheet that may raise concern or question (e.g., difference between current expenditures and billed, expenditure that exceed the ceiling amount, etc.).

### Report 3: Contract Modification History

The Contract Modification History provides the history of modifications made to the overall contract. The report shall include the modification number, modification date, modification description, and any related funding. This report can be provided as needed when it must be updated.

### Report 4: Labor Rate History (if applicable)

The Labor Rate History provides the history of approved rates under the task order. The report shall include the approved rates for each CLIN under the TO. The rates for each year will be shown along with the percentage that the increase in the revised rates represents. This report can be provided as needed when it is updated (for instance, when a TO POP crosses contract POPs, or crosses from month 12 to 13 of the base POP, or from month 33 to 34 for OP1).

### **Task Order Progress Reports**

Each page of the Task Order Progress Report (both narrative and required tables) shall exhibit the following information:

Contractor Name:  
Contract Number:  
Task Order Number:  
Task Order Title:  
Task Order Type: (Ceiling)  
Reporting Period:  
\$ amount of work completed to date  
% of work completed to date  
Region where work is being performed  
Period of Performance:  
Related Invoice Number:  
Date of Report:  
Report Preparer  
Report Preparer's Phone Number:  
Task Order COR:  
Page Number: \_\_ of \_\_

Task Order Progress Reports shall include a narrative discussion of work performed during the reporting period, as well as financial information pertinent to the assessment of contractor

progress and compliance with the negotiated schedule and budget. The narrative shall be organized with the following headings for each Task Order Progress Report:

Activity for the Reporting Period

Outstanding Issues/Problem Resolution

Contractor-Initiated Innovations and Cost Savings

Financial Status (including current expenditures, current expenditures not reflected in invoice, and anticipated expenditures for next period)

Activities Planned for Next Reporting Period

Financial tables and performance tracking tables shall be included in Task Order Progress Reports. The following is a summary of the required tables which shall be included in the monthly Task Order Progress Reports:

#### Report A: Task Order Summary

The Task Order Summary Report provides details on the total Task Order usage for the current period and cumulatively. The report shall include current and cumulative expenditures (hours and dollars), current billed and cumulative paid (hours and dollars) and the related approved task order proposal budget. The expenditures are reported by the labor categories and other direct costs for ceiling type task orders.

#### Report B: Task Order Summary by Task

This report provides an overview of the entire Task Order and a summary of the expenditures for each task within the statement of work. The summary shall include the task number, task title, Current and Cumulative Expenditures, Current Billed and Cumulative Paid, Percent of Funding Expended, Current Funding Level, Approved TO Proposal hours and dollars, an Estimate at Completion of the Task Order, and any "open" payment suspensions on the Task Order.

#### Report C: Current Labor Report

This report provides a summary of personnel working on the Task Order. The report shall include the task number, task title, the names, employer (prime or subcontract), and labor categories of personnel charging to the task, the current fixed rate assigned to that labor category, and current and cumulative hours and expenditures.

#### Report D: ODC Report (Includes Subcontract Report)

This report provides information on activities and costs of any ODCs incurred on the contract including subcontract efforts under the task order by task number. The report shall include the task #, task title, the name of the subcontractor (if applicable), the cost and a brief description of the work related to the cost, and current expenditures.

#### Report E: Travel Report

This report provides information on travel directly related to the task order by task. The report shall include the task #, task title, the traveler's name, purpose of travel, origin and destination of travel, departure and return dates, lodging, per diem, transportation costs, other costs, and total cost of the travel. Travel costs will be paid in accordance with Federal Travel Regulations.

#### Report G: Task Order Disbursement History Report

The Task Order Disbursement History Report will track invoices/billings. The report shall include the date the invoice was submitted, date for the end of the reporting period, invoice number, and invoice amount. The invoice amounts should be totaled to represent the total invoiced against the task order.

#### Report H: Task Order Modification History

The Task Order Modification History provides the history of modifications made to the task order. The report shall include the modification number, modification date, modification description, and any related funding.

#### Report I: Site Specific Detail Attachment

This report is required when a Task Order includes multiple sites for tracking costs. The Site Specific Detail Attachment shall include the following information: Region Site ID number (e.g. Superfund Site ID), Action Code, Operable Unit, Site Name, Action Sequence number, IFMS line reference number (to be completed by EPA), and current and cumulative expenditures.

#### Report J: Task Order Cost Performance Self-Reporting

The Task Order Cost Performance Self-Reporting is used by the contractor to report performance related to cost control. The report will include the performance task/area, description, negotiated costs, actual costs, the percentage of variance of actual costs from negotiated costs, and performance score. The self-reporting items will accumulate throughout the reporting year. When the year is completed, the average score will be identified and included in the relevant average score section. New tracking will start with the new reporting period.

#### Report K: Task Order On-Time Performance Self-Reporting (KEEP for Zone 3)

The Task Order On-Time Performance Self-Reporting is used by the contractor to report performance related to timeliness of deliverables. The report will include the performance task/area, description, negotiated due dates, actual due date, and on-time notation (yes or no). The on-going on-time percentage is calculated and the related overall performance score is used for entry into the NIH Performance Evaluation System. The self-reporting items will accumulate through-out the reporting year. When the Year is completed, the performance score will be

included in the relevant average score section. New tracking will start with the new reporting period.

### **III. Invoices**

The contractor shall prepare a monthly invoice (Standard Forms 1034 and 1035) for each active task order.

All invoices shall specify charges by CLIN. All ODC costs claimed shall be supported by evidentiary documentation. Invoices shall be numbered sequentially, starting with the number "1". A resubmittal of the same invoice due to correction or release of suspension shall utilize the same number with an "R" inserted after the invoice number. This indicates a revision to the invoice (i.e., 1R).

Task Order Invoices are due to all recipients not later than 20 days after the end of the contractor's accounting cycle. Task order invoices shall be sent via regular mail. The cost of express mailing or delivery is not authorized for reimbursement.

### **IV. Project Reports/Technical Reports/Deliverables**

The Contractor shall prepare and submit project reports as specified in individual task orders. The purpose of these reports is to document the performance of the work, present findings, conclusions, and recommendations, and account for the funds expended. Specific requirements for these reports and the schedule for submitting draft and final project reports shall be identified in the task order.

### **V. Quality Assurance/Control**

In addition to the Quality Management Plan required in the solicitation, the contractor shall prepare Quality Assurance Project Plans (QAPP) as directed in individual task orders. Not every TO will require a QAPP. When required, QAPPs shall comply with the following reference documents:

- Agency-wide Quality System Documents [www.epa.gov/qa\\_docs.html](http://www.epa.gov/qa_docs.html)

- Regional Quality Assurance Guidance. Access the Regional web sites for current guidance:

  - <http://www.epa.gov/Region7/qa/index.htm>

  - <http://www.epa.gov/Region8>

  - <http://www.epa.gov/Region09/qa/index.htm>

  - <http://www.epa.gov/Region10>

- ANSI/ASQC E4 (final January 1995), *Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs*. See <http://web.ansi.org>

- ANSI/ASQ E4-2004, *Quality Systems for Environmental Data and Technology Programs - Requirements with Guidance for Use, American National Standard, February 2004* or most recent version.
- EPA QA/R-2, *EPA Requirements for Quality Management Plans March 2001* or most recent revision.
- EPA QA/R-5, *EPA Requirements for Quality Assurance Project Plans*, most recent revision.
- R9QA/03.1, *EPA Region 9 Requirements for Quality Assurance Program Plans*, most recent revision.
- The EPA documents listed above can be found on-line at [www.epa.gov/quality](http://www.epa.gov/quality)

As necessary, QA plans shall be updated by the contractor to reflect changes in procedures. Such additions/changes shall be subject to COR approval.

## **VI. Health and Safety Plans**

The contractor shall prepare a Health and Safety Program Plan, based on EPA Regional Health and Safety Plans or other written EPA Health and Safety guidelines and comply with State and Federal requirements. A copy of the Health and Safety Plan shall be submitted to the COR within sixty (60) days following contract award. If revisions are necessary during contract performance a copy of the revised Health and Safety Plan shall be provided to the COR within thirty (30) days of implementation.

All hazardous site related activities conducted in the field at Superfund or other sites (such as with a FASP unit) shall require a separate site specific Health and Safety Plan. Copies of the contractor Site Specific Health & Safety Plans shall be submitted to the COR as specified in individual task orders.

Health and Safety Plans shall be prepared in accordance with all applicable Federal, State, and Local laws and regulations and shall be consistent with EPA Regional policies.

## **VII. Historical Cost Database (HCDB) Report**

In conjunction with the monthly progress report, the contractor shall submit monthly incurred cost data for each task order. The incurred cost on each task order will be tracked on a monthly basis. To assist the contractor in providing the required data, a Monthly Billing Template (MBT) has been developed. The contractor shall complete and submit the MBT via hard copy and electronically to the contracting officer. The data from the template will then be transferred from the MBT into an Historical Cost Data Base (HCDB) that is used to store cost data incurred on contracts.

The HCDB is designed to store the following cost incurred for each task order each month:



- a. Location (Zone/Region) work was performed
- b. Contractor or Subcontractor who performed work
- c. Types of Labor Categories used to perform work(i.e. Senior, Middle, Junior, Technical, Administration, Clerical, Other)
- d. Actual Labor Rates billed for each task
- e. The task/subtask the work was performed under
- f. Incurred hours for each labor category
- f. Other Direct Cost Items Used (i.e. Consultant, ODC, Travel)
- g. ODC cost billed
- h. Fee amount
- i. Invoice Number the work performed is under.

The contractor's monthly cost data must be similar to its monthly invoice/bill.

### MONTHLY BILLING EXAMPLE

A	B	C	D	E	F	G	H	I
H	1	1	R1	11111	68-W-02-037	8000000000	31-JUL-05	Description
C	1	11111	Senior	Direct Cost	25	65.9	Invoice No.	
C	1	11111	Middle	Direct Cost	15	40.5	Invoice No.	
C	1	11111	Other	Travel	1	300.75	Invoice No.	
C	1	11111	Other	Fee	1	250	Invoice No.	
H	2	1	R1	11111	68-W-02-037	5100000002	31-JUL-05	Description
C	2	11111	Senior	Direct Cost	25	65.9	Invoice No.	
C	2	11111	Junior	Direct Cost	15	40.5	Invoice No.	
C	2	11111	Other	Travel	1	300.75	Invoice No.	
C	2	11111	Other	Fee	1	250	Invoice No.	
H	3	1	R1	11111	68-W-02-037	3100000003	31-JUL-05	Description
C	3	11111	Senior	Direct Cost	25	65.9	Invoice No.	
C	3	11111	Middle	Direct Cost	15	40.5	Invoice No.	
C	3	11111	Technical	Direct Cost	4	100	Invoice No.	
C	3	11111	Other	Fee	1	250	Invoice No.	
H	4	1	R1	11111	68-W-02-037	6100000003	31-JUL-05	Description
C	4	11111	Administration	Direct Cost	25	30.15	Invoice No.	
C	4	11111	Middle	Direct Cost	15	40.5	Invoice No.	
C	4	11111	Technical	Direct Cost	4	100.1	Invoice No.	
C	4	11111	Other	ODC Cost	4	32	Invoice No.	

1. Basic concept.

The monthly bill will contain two kinds of rows/records:  
Header (parent) and Detail (child).

The following information is entered in the Header row:

Zone, Region, Company ID, Contract Number, Task ID, Date and Description.

Note: A. The Company ID is your assigned company five digits Number. (Your Company ID will be assigned by the EPA Administrative Contracting Officer)

B. The Task ID is a 10 digit number. EPA/OAM has assigned a unique 10 digit number for each work task that described in the PWS statement. Your company shall have its list of Task ID numbers provided by your Administrative Contracting Officer before you enter any monthly bill data.

C. It shall be a unique combination value of Zone, Region, Company ID, Contract Number, Task ID and Date for each header value. In other words, you cannot have the same combination value numbers for the different header rows. Most likely, at a given monthly bill, the only different value at header row is the TASK ID.

The following information is entered in the Detail row:

Company ID, Labor type, Cost category, Total hours, Hour Rate and Invoice Number.

Note: The header row can be followed by multiple detail rows. The detail row will be repeated according to how many cost type elements you have. However you will assign a same row number for these multiples detail rows. See next section Column B) for detail information about "row numbers."

## 2. Enter Actual Data in Excel Column:

Column A: The valid values are either H (Header) or C (Child).  
This column identifies the row type.

Column B: Row Number. The Header and the following Child rows will share the same row number. This will set up the relationship between Header and Child rows.

Column C: This "Header" row is the Zone number. The valid values are:  
1, 2, 3, or 4

This “Child” row is the five digits Company ID.

Column D: This Header row is the Region Number. The valid values are:

R1 through R10.

This “Child” row is the Labor type. The valid values are:

Administration, Clerk, Junior, Middle, Senior, Technical, and Other.

Column E: This “Header” row is the five digits Company ID.

The “Child” row is the Cost category. The valid values are:

Consultant, Direct Cost, Indirect cost, ODC Cost, Fee, and Travel.

Column F: This “Header” row is the Contract Number.

The “Child” row is the total hours for this Labor type.

Note: The total hours for Labor type “Travel” always is 1.

Column G: This “Header” row is the Task ID (10 digits).

The “Child” row is the Hourly Rate for this Labor type.

Column H: The “Header” row is the billing monthly date.

The “Child” row is the Invoice Number (free format within 15 positions).

Column I: The “Header” row is the comments field.

This column is not been used at the “Child” row.

## **VIII. Other Reports**

Other reports not specifically identified in this attachment may be required as specified in individual task orders issued under the contract.

### Report Distribution Addresses:

- (1) Regional Level Contracting Officer Representative (RLCOR)
- (2) Contracting Officer (CO)
- (3) Task Order Contracting Officer Representative (TOCOR)

All reports shall be delivered to the RLCOR. Copies of all reports shall be delivered to the Contracting Officer. Task Order specific reports shall be delivered as specified in the task order.

Attachment 4

**CONTRACTOR COI PLAN**

**(Reference Statement: The Contractor's COI Plan completed by the contractor as part of the response to the RFP SOL-HQ-12-00006 is incorporated into this contract by reference, and is filed in the preaward file)**

Attachment 5

**CONTRACTOR Subcontracting Plan**

**(Contractor is represented and certified as an economically disadvantaged woman-owned small business and therefore a subcontract plan was not submitted as part of the response to SOL-HQ-12-00006)**

Attachment 6

**Quality Assurance Surveillance Plan**



## **EPA REPA 5 Quality Assurance Surveillance Plan**

### **1.0 Introduction.**

Resource Conservation and Recovery Act (RCRA) Enforcement, Permitting, and Assistance Contract (REPA) 5 provide technical and other support to EPA in fulfillment of its responsibilities for oversight, voluntary initiatives, and enforcement of the RCRA Program.

The REPA 5 Quality Assurance Surveillance Plan (QASP) was developed by EPA and outlines the performance surveillance methods to be used by EPA personnel in conducting surveillance of the REPA contractor's performance during the life of the contract. Performance is measured against the stated performance standards in the contract's performance work statement (PWS) to ensure the Government receives the quality of services required under the contract, and that it pays only for acceptable services deemed to be acceptable to the Agency. EPA's surveillance activities focus on the required outcomes, not on the process or the *how to* used to produce the outcomes. Specifically, the QASP describes the mechanism for documenting noteworthy accomplishments and/or discrepancies associated with the REPA contractor's deliverables/outcomes.

Information generated from EPA's surveillance activities will directly feed into EPA's performance discussions with the REPA contractor under the Section H-Contractor Performance Evaluation clause of the contract.

### **2.0 Purpose.**

The purpose of the QASP is to provide EPA personnel with a guide for post-award surveillance of the REPA contractor's performance to determine conformity with the requirements of the contract. It details how and when EPA will monitor, evaluate, and provide feedback on contractor performance. It also details how the contractor will monitor its own performance during the life of the contract.

Additionally, the QASP will serve to inform REPA contractors of the EPA's evaluation process and evaluation criteria per the REPA Performance Work Statement, Part IV. EPA retains the right to unilaterally modify the QASP, as necessary, to provide adequate evaluation of each specific task order.

### **3.0 Roles and Responsibilities of EPA Personnel.**

Below are the roles and responsibilities of EPA personnel performing surveillance activities for the REPA 5 contracts.

3.1 The EPA Contract Level Officer Representative (CLCOR) has overall technical responsibility for the REPA Contract and coordination with RCRA regional management.

In addition, the CLCOR is the technical representative for the Administrative Contracting Officer (ACO) for the REPA contract and provides advice to the ACO accordingly. The CLCOR works with the EPA Task Order Contract Officer Representatives (TOCOR) to ensure proper contract management of each Task Order.

3.2 The EPA TOCOR manages the Task Order for the REPA Contract. The TOCOR works directly with the Technical Contacts (TCs) (e.g., hydro-geologists, risk assessors, chemists, GIS specialist), who provide ad hoc technical support to the Task Order. In some cases, the TCs will be called upon to conduct surveillance or monitoring of contractor performance. This could involve evaluating contractor's technical deliverables, verifying findings from field activities, or monitoring other REPA 5 tasks (e.g., providing meeting, support or providing oversight at sites).

3.3 In general, the CLCORs and the TOCORs will be called upon to review and evaluate contractor generated Reports of Work (e.g., Monthly Status Reports/Invoices and Task Order Work Plans).

3.4 The ACO will utilize the surveillance feedback to determine whether the contractor's deliverables and services satisfy the contract performance standards as set forth in the contract. Surveillance results will also be the basis for incentives and disincentives for the REPA 5 contractor. The ACO will work closely with the CLCOR and TOCORs on performance issues.

#### 4.0 Focus of Surveillance.

The QASP focuses on the deliverables associated with Attachment I of the REPA 5 Contract-Performance Work Statement, Part V-Description of Specific Tasks and Requirements and the contract Reports of Work.

- Task 1 – Technical Reviews and Analysis/Assessment Support
- Task 2 – Field Oversight, Inspection, Sampling & Data Review
- Task 3 – Enforcement Negotiation & Litigation Support
- Task 4 – Records & Data Management
- Task 5 – Training, Conference & Public Involvement
- Task 6 – Special Initiatives, Studies & Program Support

The deliverables and services will be monitored and evaluated by EPA personnel relative to the following four performance categories: Quality of Service, Cost Control, Schedule, and Business Relations. Definitions of these performance categories are as follows:

##### 1. Quality of Service

- Compliance with contract requirements
- Accuracy of Deliverables
- Effectiveness of Personnel

Technical Excellence  
Effectiveness of Quality Control Program

2. Cost Control

Estimate Accuracy and Cost Control  
Current, accurate and complete billings  
Comparison of negotiated to actual cost  
Costs efficiencies or deficiencies  
Invoice Readability

3. Schedule

Met interim Milestones  
Reliability  
Responsiveness to technical directions (Technical Direction is for clarification purposes only. Cannot affect scope or cost.)  
Completed on time  
Met delivery schedules

4. Business Relations

Effective Management  
Reasonable/cooperative  
Responsive to contract requirements  
Notification of problems  
Flexibility  
Pro-active vs. reactive

5.0 Surveillance Methodology.

EPA personnel will rely upon two different quality assurance surveillance methods: Periodic Monitoring and Customer Feedback.

5.1 Periodic Monitoring.

- 5.1.1. Periodic monitoring consists of monthly surveillance of deliverables for Tasks and the contract Reports of Work (e.g., Monthly Status Reports/Invoices) generated by the REPA 5 contractor.

For the Reports of Work, the contractor will provide summary tables presenting information describing current or forthcoming deliverables with date delivered and/or due dates. Any outstanding issues/problem resolution associated with a Task Order may be reported along with cost information by site, task and/or activity. This type of information constitutes contractor self-reporting on a periodic basis and will be evaluated by appropriate EPA personnel (CLCOR, TOCOR or TC) monthly.

Results from monthly surveillance will be recorded in the form of written documentations in either: (1) EPA Contractor Performance Evaluation Form (Appendix 1) or (2) the Customer Feedback form (Appendix 3), via email to the Administrative Contracting Officer (ACO). An e-mail with the Customer Feedback Form attached may also be used as documentation. In all cases, the evaluations will be transmitted to the ACO.

- 5.1.2. For deliverables required under each Task Order, EPA will conduct quality assurance surveillance of contractor deliverables as defined in Appendix 2- REPA 5 Quality Assurance Surveillance Plan (QASP)-Performance Requirements Summary. The appropriate CLCOR, TOCOR, and/or TC, will review and verify contractors' findings.

Results from evaluations will be captured in the form of written documentation: (1) EPA Contractor Evaluation Form (Appendix 1) and/or (2) the Customer Feedback form (Appendix 3). An e-mail with the Customer Feedback form attached may also be used as documentation. In all cases, the evaluations will be transmitted to the ACO.

## 5.2 Customer Feedback.

Customer Feedback to the contractor should be continuous. Additionally, EPA personnel involved with the Task Order are required to conduct surveillance at the completion of the work for each Task Order. This feedback should be documented on the Customer Feedback form (Appendix 3).

5.2.1 Immediate customer feedback on a noteworthy accomplishment or a discrepancy will be provided by the TOCORs and/or the EPA TC during the normal course of business. This feedback will be reported to the ACO for action and documented in writing using the EPA Contractor Performance Evaluation Form (Appendix 1) at the completion of the Task Order. The ACO will notify the REPA 5 contractor of the noteworthy accomplishment or discrepancy. For all discrepancies in contractor performance, corrective action will be determined and administered on a case-by-case basis. For example, a suitable correction may be an increase in surveillance activity on a given deliverable or a requirement that the contractor enhance their internal quality control on a specific deliverable.

5.2.2 EPA will provide annual end-of-performance period and end-of-task order customer feedback to the contractor summarizing the past year's surveillance activities on the EPA Contractor Performance Evaluation Form (Appendix 1). The CLCOR will collect all EPA surveillance findings submitted throughout the year and request each TOCOR or other EPA staff to complete an end-of-performance period Contractor Performance Evaluation Form (Appendix 1) for each task order.

## 6.0 Quality Assurance Surveillance Plan (QASP)- Performance Requirements Summary

Appendix 2, REPA 5 Quality Assurance Surveillance Plan (QASP)-Performance Requirements Summary, is a chart which summarizes the surveillance activities to be conducted by EPA personnel for the contract. This summary details the tasks and the deliverables to be monitored, gives the surveillance methodology for each task, the performance ratings available for each task, the frequency of each deliverable being monitored, and the type of monitoring to be performed by EPA personnel.

## 7.0 Documentation

The CLCOR will maintain the official quality assurance files. The original of all evaluation forms, customer feedback forms, reports, recommendations, support documentation, and any actions resulting from EPA conducting performance assurance checks will be maintained for the life of the contract. The CLCOR will provide a copy of the completed evaluation forms to the ACO. The complete official file shall be forwarded to the ACO or closeout CO when the contract has expired or is terminated.

### Appendices:

1. EPA Contractor Performance Evaluation Form
2. REPA 5 Quality Assurance Surveillance Plan (QASP)-Performance Requirements Summary
3. Customer Feedback form